

PIGGYBACK AGREEMENT FOR WATER WELL SERVICES

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and A.C. Schultes of Florida, Inc. dba Rowe Drilling (the "Contractor"), a Florida corporation, located at 11865 U.S. Highway 41 South, Gibsonton, Florida, 33534, and whose Federal Employer Identification Number is 14-1871186.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a contractor who can provide all labor, equipment, materials, and incidentals necessary to test, place into operation, and/or abandon a test well and/or monitoring well; and perform annual inspections, preventative maintenance, diagnostic services, and repairs on all the County's water well facilities; and

WHEREAS, the Contractor has contracted with the City of Tallahassee to provide water well services pursuant to that certain Contract No. 5480 dated as of November 8, 2023 (the "Tallahassee Agreement") which those parties entered into upon the City of Tallahassee's award of IFB 080-23-RM to the Contractor for water well services for the City of Tallahassee; and

WHEREAS, the County and the Contractor have determined that the Tallahassee Agreement is an acceptable agreement upon which the County and the Contractor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Tallahassee Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "City of Tallahassee" thereunder. A true and correct copy of the Tallahassee Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Tallahassee Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Tallahassee Agreement are hereby modified or supplemented, as follows:

A. Term. The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Tallahassee Agreement (it being acknowledged and understood that the latest possible termination date for the Tallahassee Agreement, with all renewal options exercised, is December 31, 2028); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Contractor.

B. Insurance. The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$2,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. Indemnity. Contractor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages,

losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Contractor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Contractor has provided

M. Work Authorizations. When the County requires the Contractor to perform Services for a particular project (each, a “Project”), the County, by the Division Director, will issue a Work Authorization to the Contractor stating the specific scope of Services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit “A” for the Project and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, and (4) liquidated damages (if applicable). Each Work Authorization shall become effective upon due execution.

Work Authorizations may not exceed \$300,000 for this Agreement. Work Authorizations \$100,000 or greater shall be approved by the County Manager or Deputy County Manager prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

The Contractor is not authorized to undertake any Project without a duly executed Work Authorization and issuance of a purchase order, which shall specify the services to be performed and the time to be completed.

When the Contractor and the County enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Contractor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Agreement. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

N. Public Records Law.

(a) The Contractor acknowledges the County’s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County’s Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

O. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473,

Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

P. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Q. Public Entity Crimes. The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

R. Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider

the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

S. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

T. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B. Howard 4/2/24
County Attorney's Office Date

ATTEST:

A.C. Schultes of Florida, Inc., dba Rowe Drilling
a Florida corporation

By: *Jeff DeMatte*
Corporate Secretary

By: *Juan C. Cepeda*

Jeff DeMatte
[Print Name]

Juan C. Cepeda
[Print Name]

Date: 4-9-24

Vice President
[Title]
Date: 4-9-24

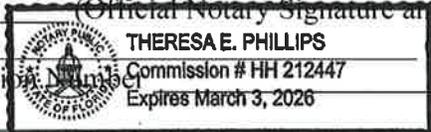


ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Leon
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4-9-24 (Date) by Juan C Cepeda (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 4-9-24 (Date) *Theresa E Phillips* (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission # _____ Commission Expiration Date _____



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 24-293, WATER WELL SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: AC Schultes of Florida, Inc dba Rowe Drilling

Signature: [Handwritten Signature]

Title: Juan C. Cepeda, V.P.

Date: 4-9-24

State of: Florida

County of: Leon

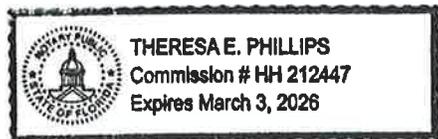
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of April, 2024, by Juan C Cepeda (name) as Vice President (title of officer) of AC Schultes of Florida, Inc dba Rowe Drilling (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature: Theresa E. Phillips]

Printed Name of Notary Public: Theresa E. Phillips

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)





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Detail by Entity Name

Florida Profit Corporation

A.C. SCHULTES OF FLORIDA, INC.

Filing Information

Document Number P03000015991

FEI/EIN Number 14-1871186

Date Filed 02/10/2003

State FL

Status ACTIVE

Principal Address

11865 US HIGHWAY 41 SOUTH
GIBSONTON, FL 33534

Changed: 01/26/2004

Mailing Address

11865 US HIGHWAY 41 SOUTH
GIBSONTON, FL 33534

Changed: 01/26/2004

Registered Agent Name & Address

Schultes, Gregory L
11865 US Highway 41 South
Gibsonton, FL 33534

Name Changed: 01/08/2016

Address Changed: 01/08/2013

Officer/Director Detail

Name & Address

Title VP

SCHULTES, AUGUST CIV
664 S. EVERGREEN AVE
WOODBURY HEIGHTS, NJ 08097

Title ST

DEMATTE, JEFFREY
 664 S. EVERGREEN AVE
 WOODBURY HEIGHTS, NJ 08097

Title VP

SCHULTES, GREGORY L
 11865 US HIGHWAY 41 SOUTH
 GIBSONTON, FL 33534

Title President

Halwani, Najib
 1451 S.E. 9th Court
 Hialeah, FL 33010

Title VP

Cepeda, Juan C
 7584 W Tennessee St
 Tallahassee, FL 32304

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022 | 03/07/2022 |
| 2023 | 02/06/2023 |
| 2024 | 02/05/2024 |

Document Images

| | |
|---|--------------------------|
| 02/05/2024 -- ANNUAL REPORT | View image in PDF format |
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[01/26/2004 -- ANNUAL REPORT](#)

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[02/10/2003 -- Domestic Profit](#)

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Exhibit "A"

CONTRACT Between the City of Tallahassee ("City") and A.C. Schultes dba Rowe Drilling ("Contractor")

CONTRACT NO. 5480 ("Contract")

SUBJECT OF CONTRACT: Water Well Services, IFB 080-23-RM

CONTRACT AMOUNT:

- | | |
|--|---|
| <input type="checkbox"/> Exact Amount: \$ ____ | <input type="checkbox"/> Exact Amount: \$ _____ (Subject to allowed adjustments as specified elsewhere in the contract.) |
| <input checked="" type="checkbox"/> Not To Exceed (NTE): \$ 800,000.00 | <input type="checkbox"/> Estimate Only |
| <input checked="" type="checkbox"/> Commodity based upon Line Item Price | |

LINE ITEMS AWARDED: All Item(s): _____

CONTRACT TERM: One Year

The performance period ("Term") of the contract will be as follows: The basic Contract Term is Three years, with two optional one year extension periods for a total of five years. Start date January 1, 2024.

The term of the Contract shall begin on the date stated above or, if no specific start date is provided herein, on the Contract Execution Date as evidenced by signature of the parties in the Contract Execution section below.

| CONTACT PERSONNEL | |
|--|--|
| Contract Administrator: Ron Mayo Telephone Number: 850-264-9407 Email: ron.mayo@talgov.com | Technical Representative: Jen Porter Telephone Number: 850-891-5271 Email: Jennifer.Porter@talgov.com |
| FOR CITY OF TALLAHASSEE INTERNAL USE ONLY | |
| Type of Contract (Check One) <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Fixed Price w/Economic Price Adjustment | Item Type <input type="checkbox"/> Commodities <input checked="" type="checkbox"/> Services |
| Type of Quantity Delivery (Check One) <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements | Type of Contract Award (Check One) <input type="checkbox"/> Single Award <input checked="" type="checkbox"/> Multiple Award |
| Approval Level: <input type="checkbox"/> ACM <input checked="" type="checkbox"/> Commission | Approval Date: November 8, 2023 |

REV: 11/2023

TABLE OF CONTENTS

This Contract incorporates the following documents and sections in full text, unless stated elsewhere in the Contract as incorporated by reference.

| INCLUDED | DESCRIPTION |
|--------------------------------|--|
| Contract Cover (Pages 1 and 2) | Contract Between the City and the Contractor |
| Section 1 | Price Schedule |
| Section 2 | Representations/ Certifications |
| Section 3 | Statement of Work/ Specifications |
| Section 4 | Contract Management |
| Section 5 | General Terms and Conditions/ Miscellaneous Contract Clauses |
| Section 6 | Attachments to Contract |

CERTIFICATION OF CONTRACTOR

I, the undersigned representative of the Contractor, hereby certify and represent as follows --

1. That I am duly authorized by the Contractor to execute the contract binding the Contractor to the City; and
2. That the Contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives below.

City of Tallahassee

By: *Veronica McCrackin*
 (Signature)

Veronica McCrackin
 Manager for Procurement Services

Attest

By: *James O. Cooke IV*
 (Signature)



James O. Cooke, IV
 City Treasurer-Clerk

Contractor: A.C. Schultes dba Rowe Drilling

By: *Juan C. Cepeda*
 (Signature)

Juan C. Cepeda VP 01/16/2024
 (Print/Type Name, Title and Date)

Approved As To Form:

By: *Amy M. Toman*
 (Signature)

Amy M. Toman
 Interim City Attorney

SECTION 1 - PRICE SCHEDULE

CONTRACTOR NAME: A.C. Schultes dba Rowe Drilling

THE CONTRACTOR AGREES --

To furnish the supplies and/or services at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the Contract.

PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.
4. All travel expenses shall be included in the unit prices.
5. All fees are for actual hours worked at City of Tallahassee Water Well facilities and wastewater sites.
6. ALLOWANCE items will require pre-approval by the City of Tallahassee.
7. For submission of Bid under MOTORS Group "B", Bidder acknowledges that they adhere to the following additional service capabilities as specified:
 1. Vacuum Pressure Impregnation (VPI)
 2. On-site Laser Alignment and Motor and Pump Balancing
 3. Vibration Monitoring
 4. Thermal Imaging/Infrared Thermography
 5. Static and Dynamic Motor Diagnostic Testing

I. CONSTRUCTION OF TEST AND MONITORING WELLS, MAINTENANCE AND REPAIR OF WATER WELL FACILITIES, AND REPAIR OF WASTEWATER PUMPS – EQUIPMENT AND MANPOWER

| Item No. | Description – EQUIPMENT AND MANPOWER | Price per Hour |
|---|---|----------------|
| 1 | 30 ton pivotal hydraulic crane | \$80 |
| 2 | 3,000# Class drill rig with 144,000 lb. (min.) load capacity, mud pumps, air compressor, drill pipe, collars & support equipment | \$310 |
| 3 | Less than 3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor, drill pipe, collars, and support equipment | \$290 |
| 4 | Camera Survey-R-2000 Dual Cam down-hole and side view color video inspection system with DVD recording, two (2) copies provided | \$900 |
| 5 | Pump technician with service truck | \$95 |
| 6 | Pump technician with services truck (overtime) | \$138 |
| 7 | Crew only (3 person crew) with service truck | \$185 |
| 8 | Crew only (3 person crew) with service truck (overtime) | \$235 |
| 9 | Crew only (4 person crew) with service truck | \$250 |
| 10 | Crew only (4 person crew) with service truck (overtime) | \$350 |
| 11 | Pump repair rig with crew | \$235 |
| 12 | Data logging truck and operator for water quality testing | \$125 |
| SUBTOTAL FOR I. EQUIPMENT AND MANPOWER | | \$3,193 |

**II. CONSTRUCTION OF TEST AND MONITORING WELLS, MAINTENANCE AND REPAIR OF WATER WELL FACILITIES,
AND REPAIR OF WASTERWATER PUMPS – SERVICES AND MATERIALS**

| Item No. | Description – SERVICES AND MATERIALS | Unit Price | Unit Measure |
|--|---|-------------------|---------------------|
| 13 | Pre-Performance Testing (including vibration, flow meter, and pumping testing) in accordance with specifications, complete and in place | \$600 | LS |
| 14 | Vibration Testing Only, in accordance with the specifications, complete and in place | \$150 | LS |
| 15 | Flow Meter Testing only, in accordance with the specifications, complete and in place | \$250 | LS |
| 16 | Pumping Testing only, in accordance with the specifications, complete and in place | \$325 | |
| 17 | Mobilize and remove pump, motor (less than 200 HP), column assembly, etc. from well, disassemble, complete inspection and report, reassemble, and reinstall pump, etc., back into well, including site restoration, complete and in place | \$9,250 | LS |
| 18 | Mobilize and remove pump, motor (200 HP and greater), column assembly, etc. from well, disassemble, complete inspection and report, reassemble, and reinstall pump, etc., back into well, including site restoration, complete and in place | \$11,300 | LS |
| 19 | Disinfection of water supply well in accordance with specifications, complete and in place | \$2,200 | LS |
| 20 | Post-Performance Testing (including vibration, flow meter, and pumping testing), in accordance with the specifications | \$630 | LS |
| 21 | Complete well casing cleaning and video recorded inspection of well in accordance with specifications, complete and in place | \$2,650 | LS |
| 22 | Removal & Disposal of oil in well column | \$250 | barrel |
| 23 | Well Abandonment grout (94 lb. sack) | \$20 | sack |
| 24 | Well Abandonment backfill material | \$150 | C.Y. |
| 25 | 4" x10' core run | \$5 | ft. recovered |
| 26 | Well abandonment equipment (pump, tremie pipe, etc.) necessary to abandon potable well per state regulations, per each abandonment | \$210 | Each |
| The Lump Sum (L.S.), not to exceed allowances below shall be established for each item, and shall not exceed the dollar limit threshold established for that item. | | | |
| 27 | Allowance for pump repair, replacement parts, or equipment | \$200,000 | LS ≤ \$200,000 |
| 28 | Allowance for 8-in. test well materials | \$100,000 | LS ≤ \$100,000 |
| 29 | Allowance for 10-in. test well materials | \$150,000 | LS ≤ \$150,000 |
| 30 | Allowance for 12-in. test well materials | \$200,000 | LS ≤ \$200,000 |
| 31 | Allowance for 24-in. production well materials | \$300,000 | LS ≤ \$300,000 |
| SUBTOTAL FOR II. SERVICES AND MATERIALS | | | \$977,990 |
| TOTAL FOR I. and II. | | | \$981,183 |

III. ELECTRIC MOTOR INSPECTION, OVERHAUL & DIAGNOSTIC SERVICES

| Item No. | Description - MOTORS Group A: Water Wells sized at 40 HP and above, but less than 200 HP | Unit Price | Unit Measure |
|---|---|-------------------|---------------------|
| 32 | Water Well #2 (150 HP) - Reconditioning | \$1,688 | Each |
| 33 | Water Well #2 (150 HP) - Rewind | \$8,958 | Each |
| 34 | Water Well #3 (150 HP) - Reconditioning | \$1,755 | Each |
| 35 | Water Well #3 (150 HP) - Rewind | \$8,958 | Each |
| 36 | Water Well #4 (150 HP) - Reconditioning | \$1,755 | Each |
| 37 | Water Well #4 (150 HP) - Rewind | \$8,958 | Each |
| 38 | Water Well #5 (150 HP) - Reconditioning | \$1,755 | Each |
| 39 | Water Well #5 (150 HP) - Rewind | \$8,958 | Each |
| 40 | Water Well #6 (150 HP) - Reconditioning | \$1,755 | Each |
| 41 | Water Well #6 (150 HP) - Rewind | \$8,958 | Each |
| 42 | Water Well #7 (150 HP) - Reconditioning | \$1,755 | Each |
| 43 | Water Well #7 (150 HP) - Rewind | \$8,958 | Each |
| 44 | Water Well #8 (150 HP) - Reconditioning | \$1,755 | Each |
| 45 | Water Well #8 (150 HP) - Rewind | \$8,958 | Each |
| 46 | Water Well #9 (150 HP) - Reconditioning | \$1,755 | Each |
| 47 | Water Well #9 (150 HP) - Rewind | \$8,958 | Each |
| 48 | Water Well #10 (150 HP) - Reconditioning | \$1,755 | Each |
| 49 | Water Well #10 (150 HP) - Rewind | \$8,958 | Each |
| 50 | Water Well #11 (150 HP) - Reconditioning | \$1,755 | Each |
| 51 | Water Well #11 (150 HP) - Rewind | \$8,958 | Each |
| 52 | Water Well #22 (50 HP) - Reconditioning | \$1,469 | Each |
| 53 | Water Well #22 (50 HP) - Rewind | \$3,279 | Each |
| 54 | Water Well #33 (40 HP) - Reconditioning | \$1,469 | Each |
| 55 | Water Well #33 (40 HP) - Rewind | \$2,749 | Each |
| SUBTOTAL FOR III. MOTORS GROUP A | | | \$116,029 |

IV. ELECTRIC MOTOR INSPECTION, OVERHAUL & DIAGNOSTIC SERVICES

| Item No. | Description - MOTORS Group B: Water Wells sized at or above 200 HP | Unit Price | Unit Measure |
|-----------------|---|-------------------|---------------------|
| 56 | Water Well #12 (350 HP) - Reconditioning | \$4,358 | Each |
| 57 | Water Well #12 (350 HP) - Rewind | \$14,525 | Each |
| 58 | Water Well #12 (350 HP) - VPI Resin Treatment | \$2,948 | Each |
| 59 | Water Well #13 (300 HP) - Reconditioning | \$3,837 | Each |
| 60 | Water Well #13 (300 HP) - Rewind | \$12,788 | Each |
| 61 | Water Well #13 (300 HP) - VPI Resin Treatment | \$2,729 | Each |
| 62 | Water Well #15 (250 HP) - Reconditioning | \$3,275 | Each |
| 63 | Water Well #15 (250 HP) - Rewind | \$10,917 | Each |
| 64 | Water Well #15 (250 HP) - VPI Resin Treatment | \$2,363 | Each |
| 65 | Water Well #16 (400 HP) - Reconditioning | \$4,751 | Each |
| 66 | Water Well #16 (400 HP) - Rewind | \$15,838 | Each |
| 67 | Water Well #16 (400 HP) - VPI Resin Treatment | \$3,240 | Each |
| 68 | Water Well #17 (300 HP) - Reconditioning | \$3,837 | Each |
| 69 | Water Well #17 (300 HP) - Rewind | \$12,788 | Each |
| 70 | Water Well #17 (300 HP) - VPI Resin Treatment | \$2,729 | Each |
| 71 | Water Well #18 (300 HP) - Reconditioning | \$3,344 | Each |
| 72 | Water Well #18 (300 HP) - Rewind | \$11,146 | Each |
| 73 | Water Well #18 (300 HP) - VPI Resin Treatment | \$2,729 | Each |
| 74 | Water Well #23 (350 HP) - Reconditioning | \$3,739 | Each |
| 75 | Water Well #23 (350 HP) - Rewind | \$12,462 | Each |
| 76 | Water Well #23 (350 HP) - VPI Resin Treatment | \$2,948 | Each |
| 77 | Water Well #25 (400 HP) - Reconditioning | \$4,751 | Each |
| 78 | Water Well #25 (400 HP) - Rewind | \$15,838 | Each |

| | | | |
|--|---|----------|------------------|
| 79 | Water Well #25 (400 HP) – VPI Resin Treatment | \$3,240 | Each |
| 80 | Water Well #26 (400 HP) – Reconditioning | \$4,751 | Each |
| 81 | Water Well #26 (400 HP) – Rewind | \$15,838 | Each |
| 82 | Water Well #26 (400 HP) – VPI Resin Treatment | \$3,240 | Each |
| 83 | Water Well #27 (300 HP) – Reconditioning | \$3,837 | Each |
| 84 | Water Well #27 (300 HP) – Rewind | \$12,788 | Each |
| 85 | Water Well #27 (300 HP) – VPI Resin Treatment | \$2,729 | Each |
| 86 | Water Well #28 (250 HP) – Reconditioning | \$3,275 | Each |
| 87 | Water Well #28 (250 HP) – Rewind | \$10,917 | Each |
| 88 | Water Well #28 (250 HP) – VPI Resin Treatment | \$2,363 | Each |
| 89 | Water Well #29 (400 HP) – Reconditioning | \$4,751 | Each |
| 90 | Water Well #29 (400 HP) – Rewind | \$15,838 | Each |
| 91 | Water Well #29 (400 HP) – VPI Resin Treatment | \$3,240 | Each |
| 92 | Water Well #32 (300 HP) – Reconditioning | \$3,837 | Each |
| 93 | Water Well #32 (300 HP) – Rewind | \$12,788 | Each |
| 94 | Water Well #32 (300 HP) – VPI Resin Treatment | \$2,729 | Each |
| 95 | Water Well #35 (300 HP) – Reconditioning | \$3,837 | Each |
| 96 | Water Well #35 (300 HP) – Rewind | \$12,788 | Each |
| 97 | Water Well #35 (300 HP) – VPI Resin Treatment | \$2,729 | Each |
| SUBTOTAL FOR IV. MOTORS GROUP B | | | \$283,395 |

V. ELECTRIC MOTOR INSPECTION, OVERHAUL & DIAGNOSTIC SERVICES

| Item No. | Description - Flat-Rate On-Site Service Provisions | Unit Price | Unit Measure |
|---|--|------------|--------------------|
| 98 | Laser Alignment/Dynamic Motor Balancing | \$175 | Per Hour |
| 99 | Vibration Monitoring and Test Report | \$105 | Per Hour |
| 100 | Motor Thermal Testing | \$105 | Per Hour |
| 101 | Static & Dynamic Comprehensive Motor Testing | \$175 | Per Hour |
| 102 | Miscellaneous Shop Labor Rate (includes all motor HP sizes and voltages) | \$75 | Per Hour |
| 103 | Miscellaneous Machinist Labor | \$95 | Per Hour |
| 104 | Administrative Overhead | \$40 | Per Hour |
| SUBTOTAL FOR V. FLAT-RATE ON-SITE SERVICE PROVISIONS | | | \$770 |
| SUBTOTAL FOR III., IV., AND V. | | | \$400,194 |
| TOTAL BID FOR I., II., III., IV., AND V. | | | \$1,381,377 |

MISCELLANEOUS

| | | | |
|-----|-------------------------------|------|---------|
| 105 | Material Mark-up (multiplier) | 22.5 | Percent |
|-----|-------------------------------|------|---------|

NOTE: The above estimated quantities are for comparison with other respondents' proposals and are NOT a guarantee of work to be issued by the City under this contract. Unit prices shall be established for all items, regardless of the quantities provided above. The Contractor will be compensated for actual work performed, which will be different from the quantities provided above

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SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME:

MAILING ADDRESS:

| | | |
|--|---------------------------------|---|
| <input type="text" value="Tallahassee"/> | <input type="text" value="FL"/> | <input type="text" value="32302-1389"/> |
| (City) | (State) | (Zip Code + 4) |

TELEPHONE NO.:
(Toll-Free Preferred)

VOICE: EXTENSION:

OTHER: FAX:

WEBSITE URL:

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME:

TELEPHONE NO.:
(Toll-Free Preferred)

VOICE: EXTENSION:

OTHER: FAX:

EMAIL ADDRESS:

PAYMENT REMITTANCE ADDRESS (Type/Print)

NAME:

MAILING ADDRESS:

| | | |
|--|---------------------------------|---|
| <input type="text" value="Tallahassee"/> | <input type="text" value="FL"/> | <input type="text" value="32302-1389"/> |
| (City) | (State) | (Zip Code + 4) |

TELEPHONE NO.:
(Toll-Free Preferred)

VOICE: EXTENSION:

OTHER: FAX:

EMAIL ADDRESS:

theresap@acschultes.com

CONTACT FOR INVOICE INQUIRIES

NAME:

Theresa Phillips

TELEPHONE NO.:

(Toll-Free Preferred)

VOICE:

850-576-1271

EXTENSION:

OTHER:

FAX:

850-575-6636

EMAIL ADDRESS:

theresap@acschultes.com

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME:

AC Schultes of Florida dba Rowe Drilling

MAILING ADDRESS:

P.O. Drawer 1389

Tallahassee

FL

32302-1389

(City)

(State)

(Zip Code + 4)

EMAIL ADDRESS:

theresap@acschultes.com

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SECTION 3 – STATEMENT OF WORK/SPECIFICATIONS

3.1 **INTENT**

Contractor is to provide Water Well Services; to include all services, labor, materials, equipment and supplies necessary to provide such products and/or services as outlined in this document. Any estimated quantities stated are provided only as a guideline and shall not guarantee the quantity that will be ordered. The City reserves the right to increase or decrease the number of items purchased.

3.2 **SCOPE OF WORK / SPECIFICATIONS**

3.2.1. This Contract provides the specification requirements for projects that may be requested by the City. Supplemental Specifications are included in **Attachment D**. The following responsibilities are in addition to the requirements identified in the Specifications:

- a. Contractor shall provide all labor, equipment, materials, and incidentals necessary to construct, test, place into operation, and/or abandon test wells and/or monitoring wells; and perform annual inspections, preventative maintenance, diagnostic services, electric and control services associated with well pumps and motors, and emergency repairs on all City of Tallahassee water well facilities.
- b. The location and number of the water wells is described in the table in Section 3.2.3. Detailed information about each well is included in **Attachment A**. The Contractor(s) shall visit each site and be familiar with any site conditions that may influence specific job functions. The Contractor(s) shall be responsible for restoring any fencing, paving, grassing, etc. that was removed or damaged by his operations.
- c. The Contractor shall guarantee the water supply well to produce water at the rated capacity if pulled and repaired unless the City directs the Contractor to omit repairs that would restore the pumping capacity.
- d. After any faulty equipment is removed from a well, the Contractor and a City representative shall make a determination as to the nature of the failure. At the direction of the City representative, the Contractor shall provide for repair, replacement, and installation of the equipment to return the well to operational status.
- e. Where applicable, the Contractor shall be responsible for performing all construction, post cleaning, and testing of the well system to insure compliance with the Florida Department of Environmental Protection F.A.C. 62-555.
- f. The Contractor shall provide flow meter calibration and testing as requested. A completed Flow Meter Calibration report shall include, but not be limited to all the items listed with the Specifications provided in the form at the end of **Attachment D**.
- g. In instances where wells must be pumped to waste, the Contractor will be responsible for the proper disposal of discharge water and the control of effluent. All permits and compliance with local, state, and federal regulations for the disposal of discharge water are the responsibility of the contractor(s).
- h. The Contractor shall provide all labor, materials, equipment, and incidentals to evaluate, repair, and return to service wastewater turbine pumps associated with the Thomas P. Smith (TPS) effluent (5 pumps), the TPS plant service water (3 pumps), and the Southeast Farms reuse (4 pumps).
- i. The Contractor(s), by submittal of a response to this IFB, agree to work overtime, weekends, holidays, etc., as required to return the infrastructure to service.

3.2.2 **Period of Performance**

The selected qualified contractors shall enter into contracts with the City of Tallahassee for a term of three years, expected to begin on January 1, 2024 and expire after December 31, 2027. At the City's discretion, the contract may be extended on an annual basis up to two times, for a maximum total contract term of five years. This Period of Performance is an estimate of when the contract will occur. The actual period of performance dates for individual projects will be discussed and determined with the successful Contractors.

3.2.3 **Place of Performance**

The majority of work associated with this contract will be performed at existing water well sites, as listed in the table below, or at the wastewater facilities identified above. In the event that test wells or other off-site activities are required, the City will provide location information to the Contractor.

| Well Number | Location | Well Designation |
|-------------|-----------------------------|------------------|
| 2 | 501 Ingleside Drive | Non-Critical |
| 3 | 660 Myers Park Drive | Critical |
| 4 | 501 Ingleside Drive | Critical |
| 5 | 600 N. Woodward Street | Critical |
| 6 | 540 W. Fourth Avenue | Critical |
| 7 | 410 W. Fourth Avenue | Critical |
| 8 | 405 E. Bradford Road | Critical |
| 9 | 225 W. Virginia Street | Critical |
| 11 | 119 Ridgeland Road | Critical |
| 12 | 2114 S. Country Club Drive | Critical |
| 13 | 1400 Arkansas Street | Critical |
| 15 | 400 S. Lipona Road | Critical |
| 16 | 2789 Raymond Diehl Road | Critical |
| 17 | 3117 Apalachee Parkway | Critical |
| 18 | 2320 Royal Oaks Drive | Critical |
| 21 | 6524 E. Mahan Drive | Critical |
| 22 | 4851 Limoges Drive | Non-Critical |
| 23 | 3268 Mission Road | Critical |
| 25 | 703 Spanish Moss Drive | Critical |
| 26 | 2640 Old Bainbridge Road | Critical |
| 27 | 1343 E. Orange Avenue | Critical |
| 28 | 1950 Merchants Road | Critical |
| 29 | 7910 Bradfordville Road | Critical |
| 32/Tank 8 | 7838 Preservation Road | Critical |
| 33/Tank 1 | 1861 Shadyside Circle | Critical |
| 35 | 3151 Old St. Augustine Road | Critical |

3.2.4 Work Requirements

Supplemental Specifications are provided in **Attachment D**. Projects that may be included as part of the Contracts include the following:

- a. **Test and Monitoring Well Construction:** Supply all labor, equipment, materials, and incidentals necessary to construct, test, and place into operation potable water test wells and/or monitoring wells.
- b. **Maintenance and Repair of Water Well Facilities:** Provide all labor, equipment, materials, and incidentals necessary to construct, test, place into operation, and/or abandon test wells and/or monitoring wells; and perform annual inspections, preventative maintenance, diagnostic services, and repairs on all City of Tallahassee water well facilities.
- c. **Electric Motor Inspection, Overhaul, Repair, and Diagnostic Services:** Provide all labor, equipment, materials, and incidentals necessary to pull electric motors operating at City of Tallahassee water well facilities; disassemble, inspect, repair, maintain, and provide diagnostic services for the motors; and reinstall the electric motors.

3.2.5 Equipment to be Provided

The Contractor shall furnish all necessary equipment to accommodate construction and repairs as needed. Said equipment shall be of the latest design and construction and shall be maintained in good working order. Contractor's Equipment List is included in **Attachment B**. The recommended minimum equipment list and rated capacity is provided below:

| Equipment | Minimum Capacity/Specs |
|-----------------------------|--|
| Drill Rig | 12,000 lb ≤ 20-inch dia. |
| Pump Rig | 12,000 lb. |
| Pivotal Crane | 30-ton |
| Service Crews with Vehicles | 2 |
| Well Video System | Full Color Radial/Rotating Side View Full Depth of Open Hole |

3.2.6 Warranties

Contractor shall provide detailed manufacturer's warranty information for the products and/or services requested in this Contract. A warranty start date is required on all equipment purchased by the City of Tallahassee. Warranty shall become effective when the equipment is put into use by the City rather than at time of delivery. Equipment and services must all applicable industry standards. Contractor shall provide information on warranty servicing, immediate response time for warranty work and recalls.

All materials supplied for the services described herein shall be warranted for a period of one year by the Contractor and material manufacturers. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on Substantial Completion, as specified in the Contract. The materials shall be warranted to be free from defects in workmanship and design. Any materials that fail during warranty period shall be replaced and the unit(s) restored to service at no expense to the City.

3.2.7 Documentation of the quality of the work

- a. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedure of the work and shall have a City-Assigned and Authorized Departmental Representative (e.g. Water Well Operator, Foreman, or Chief) on the site at all times the work is being performed. All work shall be directed efficiently and with skill and attention.
- b. Contractor shall employ only competent and efficient laborers and technicians to perform this work. All materials and equipment shall be new and applied, installed, connected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, etc. All work shall be performed in a first-class workman like manner and shall conform to the best practice of the trade.
- c. Contractor shall provide a written report upon completion of any project to outline and detail problems discovered during the repair process and steps taken to alleviate the problems relating to the well system or to confirm existing information. This shall include, but not be limited to, new piping, casing bowl information, pump curves, manufacturer operation and maintenance manuals, and water level information.

3.2.8 Schedule of Milestones

Approved schedules regarding deliverables, milestones, and acceptance of individual projects assigned through this Contract will be determined and communicated to the Contractor when the projects are assigned.

3.3 PRE-QUALIFICATION OF BIDDERS – NOT APPLICABLE

3.4 CONTRACTOR RESPONSIBILITIES

The following responsibilities are in addition to the requirements included in the Supplemental Specifications (Attachment D)

3.4.1 Provide a local dedicated account manager at time of contract award that is readily available to administer the City contract on a day-to-day basis.

3.4.2 Have the facilities, capabilities, equipment and support staff to maintain regular and consistent services for the term of the contract.

3.4.3 Furnish telephone numbers to the City such that the contractor may be reached 24 hours per day, 365 days per year. Failure to provide this information or inability to contact the contractor shall result in cancellation of the contract.

3.4.4 Employ proven methods transport, handling, applying, installing, etc., which shall be in strict accordance with the manufacturer's label instructions.

3.4.5 If applicable, set up a service schedule that is designed to suit the City's requirements.

3.4.6 Must have departmental authorization before beginning service work and obtain proper signature from designated City-Authorized Departmental Representative (e.g. Water Well Operator, Foreman or Chief) upon completion of services.

3.4.7 Notify City-Authorized Departmental Representative (e.g. Water Well Operator, Foreman, or Chief) of any hazardous conditions and/or damage to City property.

3.5 CONTRACTOR PERSONNEL REQUIREMENTS

3.5.1 Contractor shall be responsible for obtaining, at their own expenses, all necessary local, state, or federal permits and licenses and to comply with all local, state, and federal laws, rules, regulations, building and construction codes. The City may ask for this documentation at anytime and Contractor shall provide upon request from the City.

3.5.2 Contractor shall forward a copy of their renewed license to the Contract Administrator at least 30 days prior to the license expiration each year they hold the Contract. Failure to do so may terminate the contractual relation.

3.5.3 Contractor shall identify any special licensure or required certifications, etc. to complete the job(s).

3.5.4 No one except authorized employees of the Contractor is allowed on the premises of City property to provide service. Contractor's employees are not to be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

3.5.5 The City of Tallahassee may require that the Contractor remove from the job covered by this Contract any employee who endangers persons or property or whose continued employment under this Contract is inconsistent with the interest of the City.

3.5.6 The City may require background checks on all employees of the Contractor providing services to the City. The City shall incur the cost of this service.

3.5.7 The Contractor shall, at a minimum, provide employees with a neat and clean company uniform or garment with an easy identifiable company logo, name label or easily visible photo identification badge listing the employee and the company name. Uniforms and identification badges are to be worn by Contractor's employees while completing services under this contract. Repeated non-compliance may result in the removal of employee from any further services under this contract. Continual non-compliance by Contractor may result in contract termination. All items shall be provided at the Contractor's expense.

3.6 CONTRACTOR CONSTRAINTS

3.6.1 The Contractor shall coordinate with the City-Authorized Departmental Representative (e.g. Water Well Operator, Foreman or Chief) for entry into well sites and well buildings prior to beginning work on any project.

3.6.2 The Contractor shall have a City-Assigned and Authorized Departmental Representative (e.g. Water Well Operator, Foreman or Chief) on the site at all times the work is being performed.

3.6.3 The City may require background checks on all employees of the Contractor providing services to the City. The City shall incur the cost of this service.

3.7 SUPERVISION

This Contract will be under the direct supervision of the City of Tallahassee or its authorized representatives. The Contractor shall have available at all times on the project one competent individual who has been authorized to act in a supervisory capacity over all the work that is actually being performed. The individual who has been so authorized shall be experienced in the type of work being performed and is fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and of receiving and carrying out directions from the City of Tallahassee. This person shall be certified as described in the Prequalification for Respondents.

3.8 VEHICLE IDENTIFICATION

All contractor vehicles shall be clearly marked with the name of the company.

3.9 REQUIREMENTS FOR SITE ACCESS

Contractor shall coordinate with the City-Authorized Departmental Representative (e.g. Water Well Operator, Foreman, Chief, Utility Control Center) for entry into well sites and well buildings prior to beginning work on any project.

3.10 RESPONSE TIMES

3.10.1 Response time to all NON-SCHEDULED BUSINESS HOUR, HOLIDAY, OR WEEKEND REPAIR service work shall be within twenty-four (24) hours on-site after Contractor receives a request from the City, with the exception of an emergency request that occurs during business hours, which shall be four (4) hours.

3.10.2 Response time to all EMERGENCY REPAIR service work shall be within two (2) hours after Contractor receives request from the City for any critical wells and within twelve (12) hours of notification for any non-critical well, or as allowed by the City-Authorized Departmental Representative depending upon the situation. The City will determine what constitutes an emergency. Critical and Non-Critical wells are listed in Section 3.2.3. Note: The requirement to provide emergency repairs means that the Contractor must have a 24-hour point of contact (name and phone number) and the capability to respond to the site after contact is made.

3.11 DELIVERY AND DROP-OFF LOCATIONS

Delivery and drop-off locations, days and times (if applicable) will be designated at the time of each order is placed.

3.12 PRODUCT / SERVICE STANDARDS

3.12.1 All parts and materials supplied by Contractor for repair shall be new, first quality products meeting original equipment manufacturer (OEM) specifications.

3.12.2 Services

All services provided to the City shall be performed in accordance with recognized industry standard and/or manufacturer standards for the products or services provided.

3.12.3 Inspection and Acceptance

- No supplies and/or services received by the City pursuant to the Contract shall be deemed accepted until City has had reasonable opportunity to inspect the supplies and/or services.
- All supplies and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected.
- In addition, all supplies and/or services which are discovered to be defective or which do not conform to City requirements specified herein upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- The City reserves the right to reject shipment or services at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacement must be received. The City's right to reject any unacceptable supplies and/or services shall not exclude any other legal, equitable or contractual remedies the City may pursue.

3.13 Service Hours

3.13.1 There are no restrictions regarding the service hours for contract performance for emergency repairs.

3.13.2 For scheduled or non-emergency projects, City service work should be accomplished at the convenience of the City. The service work hours/ delivery will be established with the Contractor prior to the commencement of individual projects. Regular business working hours as follows:

- Business Hours is work performed between 8:00 AM to 5:00 PM, Monday through Friday excluding City holidays.
- After Hours Service is defined as work performed after 5:00 PM and before 8:00 AM
- Weekend and Holiday work is defined as being performed during Saturday, Sunday or during any City holiday.

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3.13.3 AFTER HOURS AND EMERGENCY SERVICE RATES / QUOTE ESTIMATES

In the event the Contractor is required to perform non-scheduled work, man-hours paid shall be only for productive hours at the job site. Time spent for transportation and materials acquisition is considered overhead cost and shall be included in the hourly rate. No minimum charge stipulation will be considered.

Contractor shall provide a written "not to exceed" estimate for repair services over \$1,000.00 when work is required to remedy a problem outside the scope of the scheduled preventative maintenance. Estimate should include number of hours, material costs and completion date. Contractor shall respond to requests for estimates within two (2) days and provide written estimates within five (5) days of the original request.

3.14 ADDITION AND DELETION OF ITEMS OR SERVICE LOCATIONS

The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by agreement between the City and the contractor. The cost of performing extra work shall be determined and agreed to prior to the contractor beginning any work.

Upon approval by the City and upon receipt of written notice, Contractor shall begin providing new items or servicing new locations within ten (10) business days of the date of the written notice. The City shall give the Contractor thirty (30) days written notice for any service location deletions.

Billing for the deleted service location will end when services are terminated. Site additions and deletions shall be made by User Departments with written notification to the Procurement Contract Manager. Prices charged for site additions will be the same cost basis as that used in formulating the original bid.

3.15. CITY'S RESPONSIBILITIES

3.15.1 Any structural modifications recommended by the Contractor(s) shall be done by City personnel or City agents.

3.15.2 The following recognized City Holiday Schedule is as follows. Depending on the specific requirements of each contract, a Contractor may/may not have to perform service(s) or make deliveries on these days. If services are required, access will be provided.

- New Year's Day
- Martin Luther King, Jr. Day
- Emancipation Day
- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Additional closure days may be designated on an as-need basis, such as inclement weather, emergency, maintenance, etc.

3.15.3 Identify City Authorized User Department Representatives. The following person(s) shall serve as an assigned point of contact for this contract:

- Jed Phillips, Chief
 - jed.phillips@talgov.com, 850-891-1250 (o), 850-274-6104 (c)
- Matt McLeod, Chief
 - matthew.mcleod@talgov.com 850-891-1251 (o), 850-694-0063 (c)
- Jennifer Porter, Manager-Water Operations
 - jennifer.porter@talgov.com, 850-891-5271 (o), 850-661-0541 (c)

3.15.4 Respond timely in the review and approval/or denial of Contractor reports, invoicing, or other documentation or requests. Serve as the first point of contact and communicate any issues with the Contractor representative for resolution.

3.15.5 Coordination between City departments, including Electric, Water and Sewer Operations, Water and Sewer Maintenance and Repairs, Procurement, etc.

3.15.6 The City reserves the right to conduct inspections of the Contractor's work at unannounced times and at unannounced intervals for evaluation purposes.

SECTION 4 – CONTRACT MANAGEMENT

4.1 CITY REPRESENTATIVES

4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but are not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations.).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and the Contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but are not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on the Contractor's performance.
- d. Reviews and recommends action on the Contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the Contractor in the Representations and Certifications Form and as required by any other clause to this contract.

4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, or other contact information) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 INSURANCE REQUIREMENTS

- a. Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:
- (1) Commercial General/Umbrella Liability Insurance - **\$2,000,000** limit per occurrence for property damage and bodily injury. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - (2) Business Automobile/Umbrella Liability Insurance- **\$1,000,000** limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - (3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for **\$1,000,000** per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.
- b. **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- c. **Other Insurance Provisions**
- (1) Commercial General Liability and Automobile Liability Coverage
 - (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
 - (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability and Property Coverage**
The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Contractor in the performance of services under this contract.
- (3) **All Coverage**
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
 - (ii) If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
 - (iii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, further notice to the Contractor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Contractor.
- d. **Acceptability of Insurers**
Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.
- e. **Verification of Coverage**
The Contractor is reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for entities wishing to enter into a contract with the City. The Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this Section. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be submitted and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.
- f. **Subcontractors**
The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by government credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3 **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
 - (1) **E-mail** (electronic PDF image of invoice): invoices@talgov.com;
 - (2) **Mail**: Accounts Payable, 300 S. Adams St., Mail Box A-28, Tallahassee, FL 32301-1731;
or
 - (3) **Hand Delivery**: Accounts Payable, City Hall, 300 S. Adams St, Tallahassee, FL
- NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to

the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card the invoice must be sent to the attention of and to the address for the individual who made the purchase. The invoice should indicate that payment has been with a Purchase Card.

- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Invoice number (the Contractor is encouraged to assign an identification number);
 - (4) Contract number, if applicable;
 - (5) City's Purchase Order number, if applicable;
 - (6) Contract line item number, if applicable;
 - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
 - (8) Terms of any prompt payment discounts offered;
 - (9) Name and address of official to whom payment is to be sent; and
 - (10) Federal Identification Number or Social Security Number (whichever applies)

5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with requirements and standards stated in the contract. The Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.

- c. The City has the right to evaluate all services called for by the contract, at all times and, to the extent practicable, at places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
 - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
 - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
 - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, in response to any VPE form which contains work or service rated "unsatisfactory." At a minimum, the Contractor's written reply must explain the action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the City may--
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
 - (1) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the City directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- g. All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes to the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price or the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8 **DISPUTES**

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
 - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Section 218.74(4), Florida Statutes, on the amount found due and unpaid from --
 - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

5.9 **NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10 **NOTIFICATION OF OWNERSHIP CHANGES**

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:
 - (1) Maintain current, accurate, and complete inventory records of assets and its costs;
 - (2) Provide the Procurement Services Office ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated

- depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

5.11 **NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12 **PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any City property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 **WARRANTIES**

5.13.1 **WARRANTIES OF SERVICES**

a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either --
- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
- (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.13.2 WARRANTIES OF COMMODITIES

- a. **PRODUCT REQUIREMENTS/SPECIFICATIONS** – Items furnished shall be standard products of the manufacturer or their suppliers and, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use, unless otherwise stated in the specifications. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Contractor will be held responsible for any nonconformity. Deviations must be explained in detail on separate attached sheet(s).
- b. **REPLACEMENT/RESTOCKING** - A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria and warranty, for a period of not less than ninety (90) days from the date of acceptance by the City. Delivery of substitute commodities requires prior written approval from the ordering location.
- c. **REPLACEMENT/RESTOCKING** - Replacement of all materials found defective within the warranty period shall be made without cost to the City, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the Contractor.

5.14 **TERMINATION**

- a. If the Contractor fails to fulfill any of its obligations under this contract through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery of a written notice to the Contractor specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this contract or otherwise.

5.15 **AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 **EXTENSIONS OF CONTRACT TERM (BILATERAL) Not applicable to this contract**

5.17 **CONTINUED PERFORMANCE OF THE CONTRACT (not exceed six (6) months)**

After completion of the basic contract term or any extensions thereof, the City may require continued performance of any services within the limits and at the rates specified in the contract for a limited amount of time. This continued performance provision may be exercised monthly or quarterly, but the total continued performance period shall not exceed six (6) months. The City may exercise this continued performance provision by written notice to the Contractor at least thirty (30) calendar days before the basic Contract Term or extension(s) period expires.

5.18 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum," that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.19 **ECONOMIC PRICE ADJUSTMENT**

This contract is / is not subject to Economic Price adjustments

5.20 **ORDERING**

- a. Any items to be furnished under this contract shall be ordered by the issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term, extension, or continued performance period of this contract or the Continued Performance period for this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile or by electronic commerce methods.

5.21 **ORDER LIMITATIONS**

With regard to orders placed against this contract, there is NO minimum monetary limit on single orders.

5.22 **PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the Contractor, purchases may be made under this contract

by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.23 **MATERIAL SAFETY DATA**

- a. The Contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the Contractor's response. Data shall be submitted whether or not the Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the Contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, the Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including obtaining required licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - ii) Obtain medical treatment for those affected by the material; and
 - iii) Have others use, duplicate, and disclose the data for the City for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The City is not precluded from using similar or identical data acquired from other sources.

5.24 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees it will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and it will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.25 **E-VERIFY**

The Contractor, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination

5.26 **EQUAL OPPORTUNITY**

Contractor agrees to comply with the City of Tallahassee Equal Opportunity Policy. Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity, protected veteran status and any other protected class.

5.27 **FORCE MAJEURE**

If either Party is delayed or prevented from performing any obligations under this Contract by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, acts of terrorism, acts of God, or significant threats of such circumstances (collectively "Force Majeure"), the impacted Party may be excused from performance hereunder during the period of inability to perform. In case of any delay the impacted Party believes is excusable under this provision, the impacted Party will notify the other Party in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the impacted Party could reasonably foresee that a delay could occur as a result, or (2) if delay is no reasonably foreseeable, within five (5) calendar days after the date the impacted Party first had reason to believe that a delay could result. The foregoing will constitute the impacted Party's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

Notwithstanding anything in this Contract to the contrary, Force Majeure does not include or excuse performance under this Contract for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses performing the obligations hereunder. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost. However, if the City determines, in its sole discretion, that the delay will significantly impair the value of the Contract, the City may (1) accept allocated performance from the Contractor, with respect to contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the contractual services that are the subject of delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.28 PUBLIC ENTITY CRIMES

As required by Florida Statute 287.133(2)(a) in part, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be award or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Florida Statute 287.133(2)(b) a public entity may not award any contract to or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that peron or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal or reply from, award any contract to, or transact any business with any other person who is under the same, substantially the same, control as the person whose name appears on the convicted vendor list so long as that person' name appears on the convicted vendor list.

In accordance with section 287.133, F.S., any person must notify the Department of Management Services within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Contract must also notify the City of such conviction within 30 days of the conviction.

5.29 SCRUTINIZED COMPANY LIST

Pursuant to 287.135, F.S., in executing, or renewing this Contract, Contractor certifies that:

(a) For contracts for goods or services of \$1 million or more, Contractor is not listed on either the Scrutinized Companies with Activites in Sudan List, the Scrutinized Companies in the Iran Petroleum Energy Sector List, and that Contractor does not have business operation in Cuba or Syria; and

(b) For contracts in any amount, Contractor is not on the Scrutinized Companies that Boycott Israel List or engaged in any boycott of Israel.

Pursuant to section 287.135(3) and (5), F.S., Contractor agrees that City may at its option terminate this Contract or file civil suit if the Contractor is found to have submitted a false certification or if Contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria during the term of the contract.

5.30 DISCRIMINATORY VENDOR LIST

In accordance with section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. In accordance with section 287.134(2)(b), F.S., a public entity may not award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not award any contract to, or transact any business with, any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

5.31 **GIFTS FROM FOREIGN COMPANIES OF CONCERN**

In accordance with section 286.101(3)(a), F.S., any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services.

5.32 **CONTRACT COMPLIANCE MANAGEMENT SYSTEM**

The City monitors satisfaction of the minority, women business enterprise (MWBE) goal through the Contract Compliance Management System (System) maintained by the Office of Economic Vitality. If a MWBE goal was assigned and Contractor proposed a MWBE goal in its bid, reply or response, Contractor shall register with the Office of Economic Vitality within five business days of executing this Contract, if not already registered on the System. For the life of the Project or the term of this Contract, Contractor shall regularly provide or update the System with information, including but not limited to names of subcontractors, dates, amounts and number of payments and any other information that is necessary to monitor satisfaction of the MWBE goal. Contractor may find training sessions and more information related to System on the [MWSBE website](#).

5.33 **ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- (1) This contract and all written amendments.
- (2) Solicitation No. *(insert solicitation number)* including all addenda thereto, if any.
- (3) The Contractor's Proposal or Bid.

5.34 **PUBLIC RECORDS**

5.34.1 TERMINATION. The City may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S. 8.1.2 Statutory Notice.

5.34.2 CUSTODIAN OF PUBLIC RECORDS. Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

**City Treasurer-Clerk
(850) 891-8130
records@talgov.com**

***Mailing Address:*
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, FL 32301**

5.34.3 CONTRACTORS ACTING ON BEHALF OF PUBLIC AGENCY. Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall: (a) Keep and maintain public records required by the public agency to perform the service. (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency. (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 6 - ATTACHMENTS TO CONTRACT

6.1 ATTACHMENTS INCORPORATED IN FULL TEXT

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

- Attachment A
- Attachment B
- Attachment D

6.2 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Solicitation Response of the Contractor, October 3, 2023
- Solicitation No. 080-23-RM, including all addenda.

Attachment A

| Well No. | Site Address | Location | FDEP Treatment & Classifications | | | Permit | Well Capacity | | | Pump Data | | | | | | Well Data | | | | | | Year Laid / Oil Life | Air Release Valve Make/Model | Flow Control | Flow Material | | | |
|----------|---------------------------|--|----------------------------------|-------|-----------|---------|---------------|------|----------|-----------|------------------|------------|-----------|------------------|--------------------|--------------------------|------------------|----------------------|---------------------|------------------------|------|----------------------|------------------------------|--------------|-------------------|-------------------|---------------|---------------|
| | | | ET | Class | Treatment | | GPM | MGD | Motor HP | RPM | Motor Electrical | Motor Mfg. | Frame No. | Casing Size (in) | Casing Length (ft) | Length of Open Hole (ft) | Total Depth (ft) | High Alarm Pump (ft) | Top of Well SL NGVD | Bottom of Hole SL NGVD | Well | | | | | Pump | Wellhouse | Corrosion |
| 2 | 501 Ingleside Dr. | Georgetown & Williams (Lafayette Park) | B | BAC | AAA0003 | 1500 | 2.18 | 150 | 1775 | 4800W3 | US | 4447PA | 20 | 215 | 200 | 415 | 31.5 | 144 | -227.5 | 1926 | LHK | 1928 | 1999 | OL | ARI1-D-080-C-HF | 2 | Stainless | |
| 3 | 660 Myers Park Dr. | Myers Park & Drew | B | BAC | AAA3068 | 1500 | 2.18 | 150 | 1780 | 4800W3 | US | 4487P | 15 | 185 | 180 | 380 | 40 | 138 | -246 | 1946 | 2012 | 1948 | 1992 | WL | ARI1-D-080-C-HF | 2 | Stainless | |
| 4 | 601 Ingleside Dr. | Ingleside & Oldstreet | B | BAC | AAA3703 | 1500 | 2.18 | 150 | 1785 | 4800W3 | US | 4457PA | 18 | 228 | 180 | 427 | 41 | 162 | -234 | 1948 | LHK | 1948 | 1992 | WL | | | | |
| 5 | 600 N. Washington St. | Washington & Broadway | C | BAC | AAA3702 | 1800 | 2.18 | 180 | 1780 | 4800W3 | US | 4487PA | 18 | 222 | 180 | 390 | 42 | 142 | -246 | 1947 | 2001 | 1947 | 1992 | WL | | | | |
| 6 | 246 W. Fourth Ave. | Fourth & Park | B | BAC | AAA3706 | 1800 | 2.18 | 150 | 1755 | 4800W3 | US | 4457PA | 20 | 195 | 144 | 254 | 38.5 | 138 | -194.5 | 1961 | 1961 | 1961 | 2009 | OL | | | | |
| 7 | 498 W. Fourth Ave. | Fourth & N. Third | B | BAC | AAA3705 | 1800 | 2.18 | 150 | 1780 | 4800W3 | US | 4477PA | 20 | 170 | 184 | 384 | 32 | 162 | -201.5 | 1944 | 1961 | 1961 | 1960 | OL | | | | |
| 8 | 430 E. Broadway Rd. | Broadway Area | CT | C | AAA3500 | 1500 | 2.18 | 150 | 1780 | 4800W3 | US | 4487PA | 20 | 222 | 192 | 446 | 43 | 167 | -276 | 1956 | 1956 | 1956 | 1985 | OL | | | | |
| 9 | 229 S. Ingleside Dr. | Ingleside & Broadstreet | B | BAC | AAA3704 | 1500 | 2.18 | 150 | 1780 | 4800W3 | US | 4457PA | 20 | 222 | 182 | 347 | 40 | 148 | -207 | 1968 | 2008 | 1968 | 1987 | WL | ARI1-D-080-C-HF | 2 | Stainless | |
| 10 | 1301 Marine Dr. | Marine Drive | B | BAC | AAA3388 | 1500 | 2.18 | 150 | 1780 | 4800W3 | DC | L4457P2A | 20 | 242 | 200 | 442 | 39 | 162 | -290 | 1959 | 2000 | 1960 | 1992 | WL | | | | |
| 11 | 178 Williams Park Dr. | Williams & Old St. | C | BAC | AAA3692 | 1500 | 2.18 | 150 | 1785 | 4800W3 | US | 4487P | 20 | 274 | 142 | 484 | 38 | 226 | -224 | 1998 | 2008 | 1997 | 1997 | WL | ARI1-D-080-C-HF | 3 | Stainless | |
| 12 | 2114 S. Broadway Blvd. | Williams & Columbia Club Dr. | B | BAC | AAA3693 | 2000 | 3.88 | 300 | 1775 | 4800W3 | DC | L4457P2A | 24 | 182 | 173 | 382 | 47 | 128 | -249 | 1987 | 1987 | 1987 | 2011 | OL | ARI1-D-080-C-HFNS | 3 | Polycarbonate | |
| 13 | 1000 Williams Rd. | Williams & Williams | B | BAC | AAA3694 | 2000 | 3.88 | 300 | 1780 | 4800W3 | US | L4457P2A | 24 | 208 | 125 | 278 | 38 | 167 | -212 | 1987 | 1987 | 1987 | 2011 | OL | | | | |
| 14 | 409 S. Liberty Rd. | Liberty & Jackson Bluff | C | BAC | AAA3695 | 2500 | 3.80 | 250 | 1775 | 4800W3 | US | 5008P | 24 | 118 | 150 | 312 | 39.5 | 118 | -169 | 1974 | 1974 | 1974 | 2010 | OL | ARI1-D-080-C-HF | 2 | Stainless | |
| 15 | 3718 Williams Blvd. Rd. | Williams Blvd. & Ocean | C | BAC | AAA3708 | 2000 | 3.04 | 400 | 1775 | 4800W3 | DC | 6008P24 | 24 | 306 | 77 | 282 | 38.5 | 161 | -213 | 1977 | 1977 | 1977 | 2000 | OL | ARI1-D-080-C-HF | 4 | Stainless | |
| 16 | 311 Lyndale Parkway | Lyndale Parkway | CT | C | AAA3702 | 2500 | 3.90 | 300 | 1775 | 4800W3 | US | 5817PA | 20 | 214 | 176 | 463 | 74.5 | 215 | -272 | 1982 | 1982 | 1982 | 2008 | OL | ARI1-D-080-C-HF | 4 | Stainless | |
| 17 | 2322 Ocean Blvd. | Ocean Blvd. & U.S. 90 | C | BAC | AAA3698 | 2000 | 3.88 | 300 | 1780 | 4800W3 | US | 6008P1 | 24 | 307 | 121 | 383 | 38 | 148 | -203 | 1981 | 2007 | 1981 | 1981 | 1981 | WL | | | |
| 18 | 824 E. Marine Dr. | Marine & U.S. 90 | CT | C | AAA3696 | 1800 | 2.18 | 150 | 1785 | 4800W3 | US | 6008P1 | 24 | 140 | 90 | 210 | 36 | 112 | -192 | 1991 | 1991 | 1991 | 1991 | WL | | | | |
| 19 | 4447 Langston Dr. | Lafayette Oaks & Langston Dr. | CT | C | AAA3694 | 1800 | 2.12 | 90 | 1780 | 4800W3 | US | 6047PA1 | 4 | 181 | 89 | 180 | 88 | 108 | -461 | 1971 | 1971 | 1971 | 1971 | WL | ARI1-D-080-C-HFNS | 2 | Stainless | |
| 20 | 3708 Marine Dr. | Marine Rd. & 110 | C | BAC | AAA3697 | 2800 | 4.03 | 300 | 1775 | 4800W3 | US | 6008P | 24 | 250 | 180 | 418 | 32 | 128 | -228 | 1981 | 1981 | 1981 | 2010 | OL | | | | |
| 21 | 702 Williams Blvd. | Williams Blvd. | C | BAC | AAA3695 | 2800 | 3.80 | 400 | 1785 | 4800W3 | US | 6008P | 24 | 206 | 143 | 451 | 32 | 229 | -230 | 1984 | 1984 | 1984 | 1984 | 1984 | OL | | | |
| 22 | 2040 Old Berecove | Old Berecove Rd. | CT | B | Ground | AAA3716 | 2800 | 4.03 | 400 | 1785 | 4800W3 | DC | 6008P | 24 | 307 | 98 | 406 | 53 | 140 | -265 | 1984 | 2008 | 1984 | 1984 | WL | | | |
| 23 | 1343 E. Orange Ave. | Orange Ave. | C | BAC | AAA3698 | 2800 | 3.88 | 300 | 1780 | 4800W3 | US | 6008P | 24 | 188 | 188 | 216 | 80 | 138 | -198 | 1982 | 2008 | 1982 | 1982 | 1982 | WL | ARI1-D-080-C-HFNS | 3 | Stainless |
| 24 | 1885 Williams Blvd. Blvd. | Williams Blvd. | C | BAC | AAA3698 | 2800 | 3.88 | 300 | 1775 | 4800W3 | US | 6008P | 24 | 200 | 130 | 300 | 80 | 88 | -200 | 2008 | 2008 | 2008 | 2008 | 2008 | WL | | | |
| 25 | 1900 Brookdale Blvd. | Brookdale Blvd. | C | BAC | AAA3698 | 2800 | 4.12 | 400 | 1780 | 4800W3 | US | 6008P | 24 | 200 | 150 | 400 | 87 | 156 | -217 | 1992 | 1992 | 1992 | 1992 | 1992 | WL | ARI1-D-080-C-HF | 4 | Polycarbonate |
| 26 | 7823 Preservation Rd. | Preservation Rd. | CT | C | AA18600 | 2000 | 3.80 | 500 | 500 | | | | 24 | 500 | 150 | 400 | | | | 2017 | 2017 | 2017 | 2019 | 2019 | WL | | | |
| 27 | 1801 Williams Dr. | Williams Dr. | B | BAC | AAA3698 | 1800 | 2.18 | 150 | 1780 | 4800W3 | US | 6047PA1 | 4 | 177 | 81 | 126 | 38 | 104 | -184 | 1972 | 1972 | 1972 | 1972 | 1972 | OL | | | |
| 28 | 3161 Old S. Williams Rd. | Old S. Williams Rd. | CT | C | AA18602 | 2000 | 4.18 | 300 | | | | | 24 | 300 | 150 | 450 | | | | 2012 | 2012 | 2012 | 2012 | 2012 | WL | | | |

Attachment B
Prior Experience and References
Four (4) References of Customers of Similar projects
(Must be submitted with Bid Package)

| Date Work Completed | Description of Work (i.e. construction, repair, rehabilitation, maintenance of wells 2500 gpm or greater; include names of key personnel) | Contact Information (Name, title, organization, phone number, and email address) |
|----------------------------|---|---|
| 9/28/23 | 1 Pull pumping equipment, video well, replace/repair pumping equipment 12EBM-5 Stage pump bowl (2,040 GPM @240' TDH) | City of Thomasville Georgia Well 3 Rehabilitation BobR@thomasville.org Bob Reichert |
| 9/15/22 | 2 Construction of one 12" PSW to 470' | Marion County Spruce Creek Well Upgrade Jeff Lanphere Jeff.Lanphere@marionfl.org Direct: 352-307-4628 |
| 6/30/23 | 3 University Well Pull pumping equipment, perform video inspection no-flow, install temp pumping equipment and perform video with flow. | Emerald Coast Utilities Authority Daniel Corliss Daniel.corliss@ecua.fl.gov 850-969-6677 |
| 2/28/23 | 4 Holly Hill WTF Upper FI Well 2 Construction of Test well to 950 ft. | Ari Goldstein 863.534.6415 arigoldstein@polk-county.net WSP USA, Inc- Robert Maliva 407-587-7800 |

ATTACHMENT D – SUPPLEMENTAL SPECIFICATIONS/SCOPE OF WORK

13.1 General

13.1.1 Scope of Work

13.1.1.1 Test and Monitoring Well Construction

Supply all labor, equipment, materials, and incidentals necessary to construct, test, and place into operation a potable water test well and/or monitoring well as shown on the drawings and/or as specified herein. This specification is intended to provide a general description of requirements, but may not cover all variables that may be encountered during well construction, pump testing, and draw-down testing. Typical work associated with well drilling may include:

- collect cuttings
- record a log of the material and geophysical conditions encountered during drilling
- coring
- install surface and well casings
- perform packer tests
- collect of water samples
- installing (and later removing) a large capacity turbine pump in the test well and running a pumping test
- provide a temporary small submersible pump for collecting water quality samples
- assist third party (i.e. USGS, NFWMD, etc.) personnel with logging services.

13.1.1.2 Maintenance and Repair of Water Well Facilities

Provide all labor, equipment, materials, and incidentals necessary to construct, test, place into operation, and /or abandon a test well and/or monitoring well; and perform annual inspections, preventative maintenance, diagnostic services, and repairs on all City of Tallahassee water well facilities. This specification is intended to provide a general description of requirements, but may not cover all variables that may be encountered at each well facility.

13.1.1.3 Electric Motor Inspection, Overhaul, Repair, and Diagnostic Services

Provide all labor, equipment, materials, and incidentals necessary to pull, disassemble, inspect, repair, maintain, provide diagnostic services, and reinstall electric motors operating at City of Tallahassee water well facilities.

13.1.1.4 Wastewater Turbine Pump Repair

Provide all labor, equipment, materials, and incidentals necessary to evaluate, repair, and return to service turbine pumps at three City of Tallahassee wastewater facilities.

13.1.2 Related Items

Refer to the Conditions of the Contract for additional requirements.

13.1.3 Referenced Standards

All referenced standards shall include the latest revisions of the following standards at the date of Contract execution or extension:

- FDEP Chapter 62-532, Water Well Permitting and Construction
- AWWA A100 – Water Wells
- AWWA C654 – Disinfection of Wells
- ASTM Pipe Standards, A53.
- API Pipe Standards, 5L.
- ANSI Stainless Steel Pipe Standards, B36.19
- AWS Code D 1.0-69
- ASTM C150 – Standard Specification for Portland Cement
- ANSI/IEEE Standard 43-1974 “Recommended Practice for Testing Insulation Resistance of Rotating Machinery”
- IEEE Standard 62-1978 “Guide for Field Testing Apparatus Insulation”
- “EASA Standards for the Electric Apparatus Sales and Service Industry”
- NEMA Standard Publication No. MG1 “Motor and Generator Standards”
- ABMA Standards for the specified bearing type
- ASME Standards for the specified bearing type

13.1.4 Well Driller Qualifications

The contractor responsible for constructing the well shall be licensed by the Florida Department of Environmental Protection (FAC Chapter 62-531) as a water well contractor, employing only competent workers for the execution of this work, and all such work shall be performed under the direct supervision of an experienced well driller satisfactory to the City.

The well driller shall be capable of identifying geologic formations, maintaining complete and current well logs and daily notes for the well completion report, and developing and testing the well.

The contractor shall furnish satisfactory evidence that all materials to be furnished in performing the specified work are new and all equipment to be used is in good working order.

The contractor shall complete the work described in this Section in accordance with (a) the American Water Works Association Standard for Deep Wells (AWWA A100 06), and (b) applicable portions of the Rules of the Florida DEP, Chapters 62-532 and 62-550 & 62-555.

13.1.5 Submittals

Copies of all materials required to establish compliance with these Specifications shall be submitted to the City. Submit shop drawings to the City for review showing the manufacturer's drawings and specifications indicating complete details of all items, as well as quality control procedures. The submittals shall include all well component material specifications, certifications, installation and testing procedures, and other pertinent information necessary to assure that the proposed materials and installation comply with all aspects of these technical specifications. Shop drawings shall be submitted to the City for review and approval before fabrication and shipment of these items.

The City's review and approval shall be limited to conformance with the general design concept and for compliance with the information provided in the Contract Documents. The City's review and approval shall not relieve the contractor from the responsibility for any deviations from the Contract Documents, unless the contractor has provided to the City in writing, calling to the attention any such deviations at the time of submission, and that the City has acknowledged in writing concurrence to said deviations.

The City's review and approval of submitted documents shall not relieve the contractor from responsibility to meet the well acceptance criteria and warranty requirements specified herein.

The City shall not be responsible for items procured by the contractor that have not been reviewed and approved through this submittal process.

13.1.6 Permits

The contractor shall, within five days following notice of award of contract, apply for a well construction permit from the Northwest Florida Water Management District to construct the well specified herein, in accordance with the Rules of the Department of Environmental Protection (DEP), Chapter 62-532. The permit shall be available for inspection at the site of the well during construction. The contractor shall be responsible for obtaining permit time extensions in accordance with the rule specified above if well construction extends beyond the permit validity date.

The City shall be responsible for obtaining any additional federal, state, or local permits required for constructing the wells, discharging water from the site and any permits required for clearing the site for work or access.

The contractor shall not perform any work on the well until these permits are obtained.

The contractor shall furnish separate copies of all permits to the City as the permits are received.

13.1.7 Typical Well Site

The location of the site of the well and the limits of clearing shall be shown on the drawings. The well site limits shall be 100' x 100' and typically may have up to thirty 10" and smaller trees covering the property.

Except as otherwise provided herein, the contractor shall protect all structures, walks, pipelines, trees, shrubbery, lawns, etc., during the progress of his work; remove from the site all cuttings, drilling, debris and unused materials. Where wells must be pumped to waste, the contractor will be responsible for the proper disposal of discharge water and the control of effluent without causing damage to property or the creation of a nuisance, and in compliance with all local, state, and federal permits and regulations for the disposal of discharge water.

13.1.8 Typical Borehole Conditions

Typical local borehole conditions are estimated for the well site from well logs in the surrounding areas. Typical materials to be encountered in the borehole include sand, clay, flowing sand/mud, and limestone within the limestone unit of the Hawthorn formation. Below the Hawthorn formation, typical materials to be encountered include consolidated limestone of the Suwannee and Ocala limestone. This limestone may contain extensively developed cavern systems, as caverns up to several feet in height have been recorded in nearby wells. The lower portion of the Hawthorn formation and upper part of the Suwannee Limestone formations are known to have extensive connecting characteristics which has been known to cause heaving and subsidence during drilling operations.

Information in regard to the nature of the formation is not guaranteed by the City; and the contractor shall satisfy himself regarding all local conditions affecting his work by personal investigation. Neither the information contained in this section nor derived from maps, plans or from the City, his agents or employees shall act to relieve the contractor from any responsibility hereunder, or from fulfilling any and all of the requirements of these specifications.

13.1.9 Typical Well Installation

The typical well varies from 8-inch to 12-inch diameter and is cased to an approximate depth of 300 feet below ground surface. Typical surface casing length is approximately 100 feet, and the typical well casing length is approximately 300 feet. The well shall be constructed with a minimum of 150 feet of open-hole below the bottom of the casing. Actual casing lengths and open-hole depths will be as required to determine the construction requirements for the test well. Variations from these typical requirements will be as approved by the City.

For this proposal, the contractor shall assume that the test well shall be constructed as indicated in these specifications and consistent with rules of the Northwest Florida Water Management District and the Department of Environmental Protection (DEP), Chapter 62-532.

The contractor shall drill the test well after obtaining the necessary construction permits from the Water Management District and the Notice to Proceed from the City.

NO OPEN PITS WILL BE PERMITTED.

13.1.10 Utilities

The contractor is required to obtain water for drilling operations from the City of Tallahassee via a metered fire hydrant. The contractor shall pay cost of water and provide all necessary piping. The contractor is further advised distances to the nearest fire hydrant may be of extended length and require crossing multiple streets.

Electric power necessary for the construction of the test well shall be provided by the contractor. Electric power is not available from the City

Electric power to power the temporary pump used for water quality sampling shall be provided by the contractor.

13.1.11 Handling of Materials

All materials shall be properly protected so that no damage or deterioration will occur during a prolonged delay from time of shipment until installation is completed and the units and equipment are ready for operation.

All materials must be properly protected against damage during storage.

13.1.12 Acceptance of Work

While being pumped at 100 percent of the design capacity, the sand content in the water from a completed well shall not exceed 1.0 mg/l and the turbidity shall be less than 1.0 NTU.

Until such time the City has formally accepted ownership and maintenance responsibility of the water supply well, test well, and/or monitoring well(s), the contractor will be solely responsible for maintaining, protecting, and repairing damage (if necessary), regardless of the cause of damage, to the wells. The contractor will be notified of acceptance in accordance with the guidelines outlined in the contract documents.

13.1.13 Warranty

All materials supplied under this Section shall be warranted for a period of one year by the contractor and material manufacturers. The manufacturer's warranty period shall run concurrently with the contractor's warranty period. The warranty period shall commence on Substantial Completion, as specified in the Contract.

The materials shall be warranted to be free from defects in workmanship and design. Any materials that fail during warranty period shall be replaced and the unit(s) restored to service at no expense to the City.

13.1.14 Additional Work

At the option of the City, additional work may be authorized. Additional work shall be completed at prices not exceeding those of comparable work and materials, as determined by the City, and as established by the respondent in the Bid Schedule.

13.1.15 Measurement and Payment

Payment for work performed shall be on a basis of established unit and lump sum prices and for actual work performed. The Bid Schedule line items are intended to cover all costs involved in completing the work specified herein, including all incidental costs applicable to the work performed.

Items listed in the Bid Schedule with “not to exceed allowances” require prior approval by the City before work is initiated. Prior to beginning work on these items, Contractor shall provide a breakdown of the proposed costs and receive approval from the City.

13.2 Products

13.2.1 Casing Pipe

Casing pipe shall be new black steel pipe, seamless or electric-resistance welded seams, round, and with uniform wall thickness, conforming to API 5L or ASTM-A53, Grade B. Casing ends to be connected by field welding shall be beveled. The welded casing joint strength shall be at least equal to 100 percent of the pipe strength. Should the joint fail or break, the Contractor shall be responsible for correcting the failure.

Casing pipe shall be sized according to the following table:

| Well Size Nominal Diameter | Surface Casing | | Well Casing | |
|----------------------------------|--------------------|-----------------------------|--------------------|-----------------------------|
| | Casing Diameter | Casing Wall Thickness | Casing Diameter | Casing Wall Thickness |
| 8" | 14" | 0.375" | 8" | 0.322" |
| 10" | 16" | 0.375" | 10" | 0.365" |
| 12" | 18" | 0.375" | 12" | 0.375" |

Casing pipe shall be as manufactured by U.S. Steel Corporation, Bethlehem Steel Corporation, American Cast Iron Pipe Company, or approved equal. Copies of the mill certificate shall be submitted by the contractor to the City for approval prior to shipment of casing to the site.

13.2.2 Grout and Sealer

Grout shall be proportioned of Type I or Type III (ASTM C150) neat Portland cement and not more than 5.2 gallons of water per cubic foot of cement (yield 1.18/CF/SK) may be used. Bentonite clay, up to 2 percent by volume, may be used. If bentonite clay is used, not more than 6.5 gallons of water per cubic foot of cement (yield 1.36/CF/SK) may be used.

Grout seals shall be three (3) inches nominal minimum thickness and the grout shall be proportioned so as to not exceed 5.2 gallons of water per cubic foot of cement used.

13.3 Execution – Test and Monitoring Well Construction

13.3.1 Drilling

The drilling of the well shall be done by methods suitable for the formation and suitable to allow grouting of the well casing as specified. So as to minimize subsidence in the vicinity of the well construction, the contractor shall have the capability to predrill and drive the surface casing to final depth. This shall be accomplished by use of a combination method of drilling such as the cable tool and/or casing hammer and rotary reverse methods of construction. The open hole below the casing shall be drilled by the rotary reverse air method.

The contractor shall use self-contained above ground portable mud systems with the following minimum capabilities: The mud system shall be capable of handling 750 gallons per minute flow of drilling fluid and be equipped with linear motion shakers, hydrocyclone de-sanders and de-silters for sand and silt removal, a 4,000 gallon holding tank, explosion-proof motors, and pre/post sampling points of the drilling fluid.

Unconsolidated material above the upper water bearing limestone formation shall be completely cased off and sealed by surface casing so as to prevent contamination of the limestone or corrosion of the casing by soil or water above the water bearing formation.

The completed well shall consist of the following principal items:

- Steel surface casing installed to a minimum depth of approximately 100-feet below ground surface achieving a positive seal thru the Hawthorn portion of the upper Floridan Aquifer. The casing shall be equipped with a drive shoe. Grouting of annular space around casing to its full depth below ground surface is required.
- Steel well casing installed to a minimum depth of approximately 300-feet below ground surface achieving a positive seal in the Ocala Limestone of the Floridan Aquifer. Grouting of annular space around casing to its full depth below ground surface is required.
- Open-hole installed to a minimum depth of approximately 450-feet below ground surface, or as required, achieving the specified production requirements for this well. The contractor shall use no other method of drilling than the "Air-Reverse" method to construct the open hole.

- Other work shall include the 6' x 6' concrete pad at top of well. The pad shall be constructed with #4 rebar on 6" centers, 4000 PSI concrete, sloped at ¼"/1' away from the well casing and have chamfered corners and edges. The well casing shall be equipped with a weld-on flange and fitted with a top sealing flange with (1) 2", (2) 1" threaded access ports fitted with plugs. The well casing shall be suitably prepared, primed and painted with Tnemec products, approved by the City for the intended application. There shall be four 6-inch protective bollards, one installed at each corner of the pad, and these too shall be properly prepared, primed and painted with Tnemec products.

The contractor shall guarantee the finished well to be free from sand, limestone particles, or other foreign materials.

13.3.2 Casing

The contractor shall install protective surface or jacket casing on to protect the well during construction. This casing shall be installed to the first consolidated formation or to such a depth that will prevent any danger of caving around the top of the well.

Casing joint connections shall be arc welded in accordance with ASTM Standards, Volume 01.01, "Steel Piping, Tubing, and Fittings" by certified welders. The contractor is also referred to Phillips Engineering Standard 29.07-1, dated Sept. 1992, "Welding Specifications, Field Welds". Proof of welder's certification shall be provided to the City prior to performing the work.

13.3.3 Grouting and Sealing

The annular space around the permanent well casing and the surface casings shall be grouted with neat cement grout from the full casing depth below the surface, upward to the surface. The "Halliburton" grouting method shall be used for this procedure.

Grout shall be placed under pressure in one continuous operation from the bottom upward until extruded at the surface before occurrence on the initial set. In the event a zone of lost circulation is encountered during drilling operations, grouting operations shall be in accordance with Chapter 17-532 F.A.C, Paragraph 17-532.500(2) (D), or rules of the Northwest Florida Water Management District.

The contractor is advised that borehole conditions may be present which require much larger quantities of grout than the actual theoretical calculated volumes.

The contractor shall guarantee the effectiveness of the cement seal around the casing and that there will be no leakage around the casing anywhere along its entire length.

In order to obtain the required setting depths for the well casing, the contractor shall be prepared to predrill and drive the surface casing to a depth sufficient to prevent caving and dredging of the formations. The contractor is cautioned that extensive cavities, fractures and openings can occur in the walls of the borehole, which allow loose materials to infiltrate the borehole. In order to

overcome these problems the contractor shall be prepared to predrill the borehole, drive the casings and place cement mixtures in exact locations that will allow for advancement of the borehole and installation of the casings to the desired depths.

13.3.4 Samples and Records

During drilling of the well, the contractor shall maintain at the well site a complete log setting forth the following:

1. The reference point for all depth measurements
2. The depth at which changes of formation occur
3. The depth and interval of each cavity encountered during drilling
4. The identification of the material of which each stratum is composed
5. The depth interval from which each formation sample is taken
6. The depth interval from which each water sample is taken
7. The depth at which hole diameters change
8. Depth at which drilling method is changed
9. The quantities of materials dredged during drilling
10. Other pertinent data requested by the City

Lithologic samples shall be collected and preserved immediately upon retrieval. Lithologic samples shall be preserved in separate airtight jars or zip lock bags of at least 1.0-pound capacity for each interval specified by the contractor. Lithologic samples shall be taken during drilling at 5-foot intervals in the siliceous surficial sediments, 10-foot intervals in the Floridan aquifer, and at all lithologic changes. Two samples shall be collected from each interval and each sample shall be clearly and legibly labeled with the following information:

1. Location of the well
2. Name or number of the test well
3. Depth interval represented by the sample
4. Date taken
5. Time taken
6. Split number (1 of 2; or 2 of 2)

Lithologic samples shall be submitted to the NFWFMD, if required, within 30 days after completion of drilling of the well. Each sample must be clearly and legibly labeled with the following information:

1. Location of the well
2. Name or number of the test well
3. Depth interval represented by the sample
4. Date taken
5. Time taken

Drill stem water quality samples shall be collected and preserved immediately upon retrieval. Drill stem water quality samples shall be taken during drilling of the open hole at 10-foot intervals beginning at the bottom of the 8-inch casing. Two samples shall be collected from each interval.

One sample shall be stored in a cooler filled with ice and delivered to the City of Tallahassee laboratory each day. This sample shall be clearly and legibly labeled with the following information:

1. Location of the well
2. Name or number of the test well
3. Depth interval represented by the sample
4. Date taken
5. Time taken
6. Split number (1 of 2; or 2 of 2)

One sample shall be used for field water quality testing and shall have the following samples performed:

1. Temperature
2. pH
3. Iron
4. Chloride
5. Sulfate
6. Specific Conductance

Upon completion of the well, the Contractor shall also submit to the City a report and as-built drawings to include the following:

1. The total depth of the borehole and the length of each casing installed in the well
2. The nominal hole diameters
3. The depth or location of any lost drilling fluid, drilling materials or tools
4. The type and amount of drilling fluid additives used
5. The depth and diameter of any surface casing
6. The amount of cement (cubic yards) used in grouting the well annulus and/or surface casing
7. The complete description (including length, diameter, depth, and mill certificates) of the well casing
8. Other pertinent data requested by the City
9. Any and all other pertinent information for a complete and accurate log (e.g., temperature, pH, and appearance (color) of any water samples taken)

Formation sample jars or bags shall be provided and properly labeled by the Contractor.

Blank well completion report forms can be obtained by written application to the Florida Department of Environmental Protection, 2600 Blair Stone Road, Twin Towers Office Building, Tallahassee, Florida, 32301, or the Northwest Florida Water Management District website. Well completion reports shall be submitted by the contractor to the NFWFMD and City when drilling is completed.

A daily detailed driller's report shall be maintained and delivered upon request to the City or his representative at the well site. The report shall give a complete description of all lithologies encountered, number of feet drilled, number of hours on the job, shutdown time due to breakdown or other cause, the fluid level in the hole measured daily before starting pumps, the properties of the drilling fluid, feet of casing set, and such other pertinent data as requested by the City.

13.3.5 Core Collection and Testing

Two (2) cores shall be taken during the drilling of the surface well casing hole at discrete depths so as to determine final setting depth for test well casing. Collect 4-inch diameter cores, 20 feet long, at depths designated by the City. A 20-foot long barrel is to be used as manufactured by the Christensen Diamond Products Company or approved equal. Coring points shall be determined from information derived during drilling operations and as directed by the City. All cores shall be stored in wooden boxes with lids, marked with the appropriate well designation, and the depth from which they are taken. Tops and bottoms of the cores are to be marked. After collection, boxing, and labeling, each core shall be furnished to the City. There must be at least an 80 percent recovery of the core or there will be no payment for the core.

13.3.6 Inflatable Packer Testing

The packers shall provide positive isolation when inflated in the borehole and shall be either mechanically set, or hydraulically set. The contractor shall demonstrate to the satisfaction of the City, that he is capable of installing and operating the equipment in accordance with the manufacturer's specification.

During the drilling of the borehole, the contractor shall conduct a total of four (4) inflatable straddle packer tests, as directed by the City. To conduct the packer tests, the contractor shall employ the services of an approved company recognized as an expert in this form of testing, such as, but not limited to Baker Oil Tools or TAM International. The contractor may use his own equipment and personnel provided it is capable of performing as required, and providing he can demonstrate experience in this type of well testing. The contractor shall furnish proof of experience and of the capability of the equipment to the City prior to performing any work.

The open-hole packer tests shall be conducted such that hydrologic properties of the formation can be determined and a representative water sample can be collected for analysis. The City will select the depth intervals to be tested based on an analysis of the geophysical logs, the video log, the lithologic logs, the core samples and other available site-specific and regional data.

For all packer tests, the uppermost 280 feet of work pipe shall consist of T&C pipe with a 6-inch inside diameter to facilitate the installation of a 4-inch diameter submersible electric pump which shall be set at an elevation of approximately 250 feet below pad level. The pump shall have the capability of pumping at constant rates from 1 to 100 gpm. For the constant-rate tests, the contractor shall furnish and install in the pipeline within 30 feet of the well to be pumped, a flow

meter capable of recording instantaneous flow rates and of totalizing flow. The flow meter shall have an accuracy of plus or minus 2 percent at the tested rate. The flow meter shall be sufficiently removed from valves, elbows, reductions and obstructions in the pipeline to allow the meter to perform within specifications.

The internal surfaces of the T&C pipe, casings, and other fittings used for the packer tests shall be free of rust, scale and other materials that could be dislodged and interfere with the results of a test. Should a test fail because of the presence of any of these materials in the tools or pipe, the contractor shall not be reimbursed for the test and the test shall be conducted again at the contractor's expense.

If accidental shutdown or a variation in the pumping rate occurs prior to the specified end of the test and invalidates the data in the City's opinion, the contractor shall make any necessary repairs and re-start the test from the beginning. No payment will be made for pumping time prior to any accidental shutdown or gauge variation if the test results are invalid.

After successfully setting and inflating the packers and before conducting an 2-hour constant rate pumping test and 1-hour recovery test for each test interval, the contractor shall develop each zone so that the discharged water is free of any drilling mud/fluid (and produces stable water-quality results, as determined by water quality field test results and the City) and shall allow water levels in the work pipe to return to static conditions, to the satisfaction of the City. The contractor shall provide access for water-level measurements using an M-scope, tape, and an electronic probe/transducer.

Just prior to the completion of each test, the contractor shall assist the City of Tallahassee personnel collect water samples from the pumped discharge for water-quality analysis.

The contractor shall be responsible for providing all pumps, generators, prime movers, pipeline, meters and gauges necessary for the packer pumping tests and water-quality analyses. The contractor should allow for a minimum of 4 hours of pre-test development prior to each constant-rate packer pumping test.

13.3.7 Testing for Plumbness and Alignment

Surface and well casings shall be set round, straight, and plumb. To demonstrate compliance with this requirement, the contractor shall perform the test described herein in conformance with AWWA A100-06 before starting the open-hole drilling. The final test for plumbness and alignment shall be made following construction of the well and before test pump equipment is installed. The Contractor may at his option and expense perform such a test at other times, such as prior to cementing surface casing. Such additional testing would not replace final testing after construction of the well.

Alignment shall be tested by lowering into the well a section of pipe 40 feet long, or a dummy of the same length, in conformance with AWWA A100-06. Plumbness shall be tested by lowering

into the well a cylindrical plummet to the specified depth. The plummet shall consist of a rigid spindle with round plates at both ends. The outer diameter of the end plates shall be 0.5-inches smaller than the inside diameter of that part of the casing or hole being tested. The distance between the end plates shall be approximately 1.25 times the diameter of that part of the casing or hole being tested. The plummet shall be heavy enough to keep the plumb line taut. The plumb line is attached to the plummet at the exact center of the top end plate and shall be of uniform diameter.

The plumbness and alignment of the well shall be corrected by the contractor at his sole expense under the following conditions:

1. The plummet fails to move freely throughout the length of the casing or hole.
2. The well varies from plumb more than two thirds the smallest inside diameter of that part of the well being tested per 100-feet of depth.
3. Alignment is not satisfactory for successful operation of pumping equipment provided by the Owner.
4. Does not meet specifications described in AWWA A100-06.

Should the contractor fail to correct such faulty plumbness or alignment, the City may direct that the well be abandoned and replaced at no expense to the Owner.

The plumbness and alignment test results shall be plotted and graphed in 2D and 3D log formats with plotting/log software such as Golden Software Strater 2, or approved equal.

13.3.8 Well Development

The contractor shall provide a vertical turbine test pump for the development of the well capable of pumping at the following flow rates under atmospheric conditions:

| Well Size Nominal Diameter | Well Development Flow Rate |
|----------------------------|----------------------------|
| 8" | 600 GPM |
| 10" | 750 GPM |
| 12" | 1250 GPM |

The pump drive mechanism will not be equipped with a "non-reverse" device so as to allow free back rotation of the pump during the development operation. Submersible pumps will not be permitted. Additionally, the Contractor shall provide openings or fittings such that depth to water level may be measured using a pressure transducer and water level indicator during pumping.

The contractor shall provide a generator or test engine to power the test pump. Any generator or test engine used for the pump development shall have the necessary capacity to adequately power the selected development pump through the pumping period and discharge range.

Discharge pipe shall be of a diameter and length adequate to transmit water at the maximum discharge rate specified herein from the well site to a designated discharge point down gradient from the well. Discharge pipe shall be in good condition, shall be free from leaks and adequately restrained to withstand the maximum anticipated pressure without bursting of the pipe or separation of the joints.

A hose bib suitable for collecting representative water samples shall be located on the discharge upstream from the flow meter.

A 1/4-inch diameter NPT threaded tap suitable for the installation of a sand tester shall be located on the horizontal centerline of the discharge pipe. The Contractor must supply the equipment necessary to test, in the field, sand concentrations.

While the well is being pumped at the development flow rate, the sand content in the water pumped from the completed supply and return wells shall not, at any time, exceed 1 mg/L; and the turbidity shall not exceed 1 NTU after five (5) minutes. The contractor is advised, the Aquifer Performance Test shall not begin until the contractor has demonstrated to the satisfaction of the City that the well is fully developed.

A gate valve suitable for controlling flow through the discharge pipe shall be provided and shall be located at the wellhead.

The contractor shall provide a flow meter calibrated for the design flow and pipe size and capable of an accuracy of 2% or better. The calibration date for the meter shall be no older than 30 days from date of test. The flow meter shall be installed as specified by the manufacturer for accurate operation. The meter shall be located a minimum of 10 pipe diameters upstream and 5 pipe diameters downstream from any flow obstructions.

The development pump shall be set a minimum of 50-feet below the non-pumping static water level.

The contractor shall provide data logger(s) and pressure transducers with appropriate pressure ranges for the measurement of water level changes during pump development. The data logger(s) shall be capable of recording measurements according to the schedule of variable time intervals as listed in the table below. Manual water level readings will also be taken according to the schedule of variable time intervals below:

| Recording Method | Interval | Number of Readings | Total Elapsed Time (min) |
|------------------|----------|--------------------|--------------------------|
| Data Logger | 1 min | AS REQUIRED | AS REQUIRED |
| Manual | 5 min | AS REQUIRED | AS REQUIRED |

The contractor shall provide a MINIMUM FORTY (40) HOURS pump development for the test well. All pump development equipment shall remain the property of the Contractor.

13.3.9 Yield and Drawdown

When the Contractor has completed development of the well, he shall conduct the aquifer performance test on the test well. The capacity of the test shall be according to the following table:

| Well Size Nominal Diameter | Target Yield |
|----------------------------------|-----------------|
| 8" | 600 GPM |
| 10" | 750 GPM |
| 12" | 1000 GPM |

The test shall run for twenty-four (24) hours continuously and extend, if necessary, to such time that the hydraulic conditions reach stabilization as shown by the drawdown remaining constant for three (3) consecutive hourly readings.

When the contractor has made necessary adjustments and is ready to test the well for capacity, he shall notify the City who will have an authorized representative on the grounds on the date set to witness test and otherwise cooperate in making the test. The water measurement shall be made through a venturi, or other mutually agreed upon meter, or weir box furnished by the contractor and acceptable to the City or through a standard orifice-measuring device furnished by the contractor, it being understood that whatever method is used shall be mutually acceptable.

If the test is interrupted due to faulty equipment or other causes, so that the pump ceases to operate the test will be started over again and the contractor will not be paid for the additional pumping time to repeat the test. Before the test is started the static level of the water shall be accurately determined and recorded, and during the period of the test the capacity and drawdown shall be determined after every 5 minutes of pumping for the first 15 minutes, and then for each one quarter hour during the whole period of test.

The contractor shall provide a generator or test engine to power the test pump. Any generator or test engine used for the test pumping shall have the necessary capacity to adequately power the selected test pump through the pumping period and discharge range.

Discharge pipe shall be of a diameter and length adequate to transmit water at the maximum discharge rate specified herein from the well site to a designated discharge point down gradient from the well so as not to create a flooding or erosion hazard. Discharge pipe shall be in good condition, shall be free from leaks and adequately restrained to withstand the maximum anticipated pressure without bursting of the pipe or separation of the joints.

A hose bib suitable for collecting representative water samples shall be located on the discharge upstream from the flow meter.

A 1/4-inch diameter NPT threaded tap suitable for the installation of a sand tester shall be located on the horizontal centerline of the discharge pipe. The Contractor must supply the equipment necessary to test, in the field, sand concentrations.

The sand content in the water pumped from the completed supply and return wells shall not, at any time, exceed 1 mg/L while the well is being pumped at the target yield rate.

A gate valve suitable for controlling flow through the discharge pipe shall be provided and shall be located at the wellhead.

The contractor shall provide a flow meter calibrated for the design flow and pipe size and capable of an accuracy of 2% or better. The flow meter shall be installed as specified by the manufacturer for accurate operation. The meter shall be located a minimum of 10 pipe diameters upstream and 5 pipe diameters downstream from any flow obstructions. The flow meter shall have a calibration certification certificate showing the flow meter was calibrated within 30 days of the beginning date of the Aquifer Performance Test.

The test pump shall be set a minimum of 50 feet below the non-pumping static water level. This requirement may be waived if pumping at the target yield rate in the test well results in pumping water levels considerably less than 50-feet below the non-pumping static water level.

The contractor shall operate the test pumping equipment, uninterrupted, for a minimum 24 continuous hours without stopping to show stabilization of the well pumping levels, or as directed by the City. Interruptions shall require the test be restarted from the beginning of the test. After the completion of the final test the contractor shall remove any sand, stones, or other foreign material that may have become deposited in the well.

The contractor shall provide data logger(s) and pressure transducers with appropriate pressure ranges for the measurement of water level changes during the Aquifer Performance Testing.

The contractor shall maintain all records indicating water level in well, pump discharge volume, drawdown, and water temperature. Background records shall begin twenty-four hours before the pump is started. The data logger(s) shall be restarted at the beginning of the pumping of the test well and shall continue through the pumping period for the well. The data logger(s) shall be restarted for the recovery period for the testing of the test well. This data shall be compiled and three (3) CD copies provided to the City in ASCII format.

The data logger(s) shall be capable of recording measurements according to the schedule of variable time intervals as listed in the table below. Manual water level readings will also be taken according to the schedule of variable time intervals below:

| Interval | Data Logger | | Manual | |
|----------|--------------------|--------------------------|--------------------|--------------------------|
| | Number of Readings | Total Elapsed Time (min) | Number of Readings | Total Elapsed Time (min) |
| 1 sec | 120 | 2 | | |
| 2 sec | 120 | 6 | | |
| 5 sec | 48 | 10 | | |
| 10 sec | 60 | 20 | | |
| 30 sec | 80 | 60 | | |
| 1 min | 60 | 120 | | |
| 2 min | 60 | 240 | | |
| 5 min | 60 | 540 | 4 | 20 |
| 10 min | 90 | 1440 | 4 | 60 |
| 15 min | | | 92 | 1440 |

Manual water level recovery readings will be recorded at the same interval as the pumping readings until the water level reaches a stable level after the pumping is stopped. **In no instance will the RECOVERY period be less than 4 hours of readings.**

All tests pumping equipment shall remain the property of the Contractor.

13.3.10 Water Samples

Water samples shall be collected from the test well during the 24-hour pump test by the City of Tallahassee. A water analysis shall be made by the City of Tallahassee Water Quality Laboratory. Samples shall be as required by the Florida Department of Health and Rehabilitative Services for Primary Drinking Water Regulations Analysis (Organic and Inorganic), the General Water Analysis for Secondary Drinking Water Regulations, analysis for Volatile Organic Contaminants and Synthetic Organic Contaminants, analysis for Gross Alpha and EDB all as required by Chapter 62-550 FAC.

The Contractor shall notify the City of Tallahassee Water Quality Laboratory at least 48 hours prior to the start-up of the 24-hour test pump period so that water samples may be collected. The Contractor is not responsible for the collection or analysis of the water samples however the Contractor shall provide assistance to the City, as required, to collect the samples.

13.3.11 Geophysical Logging

A series of geophysical logs shall be performed by the Contractor on the well after completion. The geophysical logs shall include caliper, flow (dynamic & static), gamma ray, spontaneous potential, single point resistivity, fluid conductance (dynamic & static) and temperature (dynamic & static).

The Contractor shall perform the dynamic flow logs at a minimum discharge of 500 gpm.

During dynamic and static flow logs the contractor shall perform up to five (5) stationary measurements at specific depths identified by the City to determine production intervals within the open-hole section of the well.

All data from the geophysical logging will be provided to the City on a compact disk (CD) or digital video disk (DVD) in log ASCII standard (LAS), in portable document format (PDF file format), in hard copy (paper) log format (six (6) copies).

Water discharge during geophysical and video logging will be controlled by the Contractor in a manner similar to the one used for the step-drawdown test.

Geophysical logging shall be performed by experienced and well-trained personnel. Those performing the logging operations shall have a minimum of 10 years' experience. Five (5) years of the required experience shall be waived if the logger is a Florida registered professional geologist (P.G.) or professional engineer (P.E.). Training shall include more than the minimum training offered by manufacturers with the purchase of new logging equipment.

13.3.12 Television Survey

Prior to installation of the test pumping equipment the contractor shall have a color television (radial with rotating side-view lens) survey performed on the well from the top of the well casing to the bottom of the open hole by a qualified service company using equipment capable of surveying and recording to the required depth.

The television camera shall be centered within the well casing and the borehole and shall be lowered down the hole at a rate specified by the City. The contractor is responsible for completing the television surveys to the total depth of the well. In the event that the camera tool cannot pass to the total depth of the well, the survey(s) shall be deemed incomplete, and the contractor shall propose a plan of action to complete the survey to the total drilled depth of the well.

The depth recording is to be presented continuously on the video copies. Two copies of the completed survey shall be provided by the contractor for distribution. The recorded format shall be DVD. It is the contractor's responsibility to make all arrangements and scheduling for the television surveys.

13.3.13 Protection of Quality of Water

PRECAUTIONS TO BE TAKEN: The contractor shall take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the well. He shall also take precautions during the construction period to prevent gasoline, oil, or waste products hazardous to health from entering the well either through the opening or by seepage through the ground surface. If used, fuel storage tanks shall be **DOUBLE WALL** constructed and placed in a **LINED BERM** containment area of sufficient size to contain the volume of the fuel tank located in the containment area.

13.3.14 Well Covers

Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with the Rules of the Northwest Florida Water Management District and Department of Environmental Protection (DEP), Chapter 62-532. At all times during construction of the well, the contractor shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.

Well covers shall be watertight.

13.3.15 Well Abandonment

In the event that the contractor fails to complete the well to the depth specified or to such lesser depth as requested by the City due to equipment failure, or fails to set or grout the casing to Northwest Florida Water Management District and Department of Environmental Protection, or must abandon the well because of loss of tools or for any other cause, he shall, if requested by the City, plug the well in accordance with standards and procedures specified in the Rules of the Northwest Florida Water Management District and Department of Environmental Protection (DEP), Chapter 62-532.

The well casing of any wells to be abandoned may, at the contractor's option, be salvaged and become the property of the contractor. Such casing shall not be reused without approval by the City.

No hourly rate will be paid for pulling casing or reconditioning the open bore hole unless the City directs that the casing be pulled.

If the contractor must abandon the well through fault of the contractor or his employees or subcontractors, costs of drilling and abandonment will be borne by the contractor.

13.3.16 Protection and Site Clean Up

At all times during the progress of the work the contractor shall use all reasonable precautions to prevent tampering with the well or entrance of foreign material into it. The Contractor shall also maintain the site in a clean and orderly fashion at all times so that no adverse aesthetic impacts are created upon adjacent private properties or the adjacent public right-of-way. The City reserves the right to suspend work and have the site cleaned prior to proceeding, at no additional expense to City, if the site is not properly maintained.

Immediately upon disinfection of the well, the contractor shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and re-grade the site to conform to the contours of the land, which existed before work started. The site shall be thoroughly cleaned and made ready for the

contractors on succeeding work. Not more than two weeks will be allowed for this site restoration, and the contractor shall complete all site restoration work within that time.

13.4 Execution – Maintenance and Repair of Water Well Facilities

Perform an annual inspection and perform preventative maintenance and repairs on ALL City production well facilities.

13.4.1 Annual Inspection and Maintenance Items and Pre-Performance Testing

A complete report of the annual inspection and preventative maintenance for water well facilities shall include, but not be limited to all the items listed below, and as provided for within the inspection forms.

- a. Inspect electric motor top and bottom bearings
- b. Change oil and purge and replace grease in all bearings
- c. Check static water level in well
- d. Remove old packing box packing (Water Lube [WL] Pumps)
- e. Inspect top special pump shaft
- f. Inspect packing box bushing (WL Pumps)
- g. Install new John Crane graphite packing and lantern rings (WL Pumps)
- h. Inspect oiler and valve assembly (Oil Lube [OL] Pumps)
- i. Inspect top tube tension nut and fittings (OL Pumps)
- j. Inspect combination motor shaft and adjusting nut
- k. Inspect gear drive top bearing and steady bearing, if Equipped
- l. Flush gear drive case old oil and replace with new factory specified oil
- m. Check gear drive helical gear backlash tolerance
- n. Inspect air lines, altitude gauge, and fittings
- o. Using a Polysonic flow meter, perform a 2-hour test at 4 flow rates (Open discharge - $\frac{3}{4}$ - $\frac{1}{2}$ - $\frac{1}{4}$ rates). Record Polysonic readings vs. installed flow meter & include accuracy details in report for each rate
- p. Record voltage & amperage at each flow rate
- q. Record vibration readings at three positions at each flow rate
- r. Prepare and deliver an inspection report for each well pump – Report shall include no less than the following items:
 1. Complete ALL inspection forms in detail provided in this specification
 2. Prepare a thoroughly detailed written description of the inspection and testing of each well and pump
 3. Prepare a graph showing of the original new condition for the pumps performance versus the actual conditions recorded during the testing of the well and pump
 4. Prepare a graph showing the manufacturers acceptable vibration limits versus the actual conditions recorded during the testing of the well and pump

If a respondent's company offers other analysis in addition to these, the items must be listed with the proposal.

Vibration testing, pumping testing, and flow meter testing shall be considered Pre-Performance Testing. The City may request that any of the above tests (vibration, flow meter, pumping) individually on any well within the scope of this contract. Individual tests shall be paid for at the lump sum rate outlined in the bid schedule for each test performed, not as a portion of the rate established for the pre- or post-performance testing.

13.4.2 Flow Meter Test Record

Perform a flow meter test and calibration on all City production well flow meters, as requested. A complete report of the flow meter test record shall include all the items provided for within the inspection forms.

If a respondent's company offers other analysis in addition to these, the items must be listed with the proposal.

13.4.3 Report upon Completion

Upon completion of the inspection and maintenance, the contractor shall provide a written report of any preventative maintenance procedures to outline and detail problems discovered during the repair process and step taken to alleviate the problems relating to the well system, or to confirm existing information. This shall include, but not be limited to, new piping, casing, bowl information, pump curves, manufacturer operation and maintenance manuals, and water level information.

13.4.4 Disposal of Discharge Water

In instances where wells must be pumped to waste, the contractor will be responsible for the proper disposal of discharge water and the control of effluent so as not to create a flooding or erosion hazard.

13.4.5 Repairs and Maintenance

When a pump has been pulled, disassembled, and inspected, the Contractor(s) shall make a determination of the requirement or recommendation for replacement parts to restore the well to its original capacity and ensure operational longevity.

Within three (3) calendar days from the date the pump is pulled, the Contractor shall submit a written cost estimate to the City of all material costs, indicating those parts for which replacement is considered essential, and those additional parts which the Contractor recommends be replaced to ensure operational longevity. Within two (2) working days from the receipt of the contractor's estimate of the cost of material, the City will advise the Contractor of the decision to proceed and the scope of the replacement parts to be included in the pump maintenance. Such notice may initially be made by telephone, to be immediately confirmed by the City in writing. In connection therewith, the Contractor shall make the disassembled pump available for City inspection at the Contractor's facility. The City reserves the right to require the Contractor to furnish a replacement

pump for installation or consider a replacement pump the Contractor has in inventory, if replacement parts have an extended shipment date.

13.4.6 Disinfection of the Well

In accordance with FDEP standards, the well is to be cleaned and flushed of all debris and oil prior to pump re-installation. In addition, the pump, column pipe, oil tubing, airline, etc., shall be steam cleaned prior to assembly and re-installation in the well. After resetting pump, column, etc., the entire well shall be chlorinated with a solution of such volume and strength that a concentration of 50 ppm free chlorine residual is obtained throughout the entire well and the solution shall remain in the well for a period of 24 hours. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall notify the City so that the City staff can begin sampling the well in accordance with FDEP requirements.

If, during the sampling period, the bacteriological tests fail to meet FDEP requirements, the Contractor shall return to the site for re-chlorination of the well. The rechlorination procedure shall consist of a chlorine solution that will produce a concentration of 100 ppm free chlorine residual throughout the entire well. The solution shall remain in the well for 24 hours and the Contractor shall surge the well every four (4) hours to ensure all components of the well pump, etc., have been properly chlorinated. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall again notify the City so that City staff can begin sampling the well in accordance with FDEP requirements. This will conclude the Contractor's obligation regarding the pay item of well disinfection. Any additional disinfection or restoration procedures will be paid for at the hourly rate quoted in the Bid Schedule for labor for appropriate crew plus materials.

13.4.7 Post Performance Testing

After being restored to operation and cleared for use by FDEP, the well shall be tested in accordance with the requirements of Section 13.4.1. If tests indicate the well has not been restored to its normal rated capacity, the Contractor shall advise the City in writing. The City will evaluate the report and determine if the contract has been adhered to and report same to the Contractor. If the repair work was determined to be the problem, or if excessive vibration exists, the Contractor will be required to complete corrective work at no additional cost to the Owner. Upon completion of the corrective work and satisfactory post-performance testing, the Contractor shall submit a copy of the final testing report to the City.

13.4.8 Casing Inspection and Cleaning

When requested by the City, the Contractor shall provide all labor, materials, and equipment to properly clean and video the well casing and borehole and/or screens. Prior to the well video, the Contractor shall clean the well casing with tools, chemical agents and/or air scouring to remove encrustation from the well casing. After removing encrustation from the casing, the well shall be

pump clear of all loose debris. This procedure shall be followed by the installation of a pump into the well so that the video is recorded with the well being pumped. The video equipment shall include a mirror and lighting head allowing 360 degrees sideways viewing. Tilt control, zoom lenses, and tilt angle are also preferred so that the well casing can be closely inspected for failures at weld seams or punctures in the casing. A copy of the video shall be provided to the City.

13.4.9 Removal and Disposal of Oil in Well Column

When requested by the City, the Contractor shall remove and dispose of oil from the well column. Labor and equipment for access to the column and removal of the oil shall be covered in the hourly items as outlined in the Bid Schedule. Payment for this item shall only be for the disposal of waste oil by the Contractor.

13.5 Execution – Electric Motor Inspection, Overhaul, and Diagnostic Services

Perform as-needed inspection, overhaul, diagnostic services, and needed repairs. The Contractor(s) must provide all labor, equipment, materials, and incidentals necessary to pull electric motors from the wells operating at City of Tallahassee water well facilities; disassemble, inspect, repair, maintain, and provide diagnostic services for the motors; and reinstall the motors.

13.5.1 Inspection and Test Requirements

- a. The motor shall be visually inspected before disassembly for obvious damage and defects. Notes of the as-found condition of the motor should be made on the inspection record.
- b. Insulation resistance to ground of all windings shall be taken and recorded. A polarization index shall be calculated and recorded for medium voltage motors. Voltage test levels shall be consistent with the operating voltage of the motor being tested.
- c. A surge comparison test (turn to turn) shall be performed in accordance with the test equipment manufacturer's instructions. Results shall be recorded on the test report
- d. Phase resistance shall be measured and recorded for each phase.
- e. Air gap shall be measured and recorded at the 12, 3, 6, and 9 o'clock positions of both ends of the motor.

13.5.2 Rotor Inspection/Test/Reconditioning Requirement

- a. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
- b. A core less test shall be performed on the rotor. Results shall be recorded on the test report.
- c. Thoroughly clean and dry the rotor and shaft.

- d. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burns.
- e. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be required if questionable indications are found.
- f. Inspect end rings for signs of overheating, arcing, or burning.
- g. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
- h. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring.
- i. Shaft metallizing, machining, straightening, or replacement is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
- j. Dynamically balance the rotor to a vibration level of 0.25 mils for 3600-rpm motors and 0.5 mils for 1800 rpm or less.

13.5.3 Stator Inspection/Test/Reconditioning Requirements

- a. Visually inspect the stator for signs of damage or abnormal operation. These would include rubs, overheating, loose coil ties or wedges, etc.
- b. A core less test shall be performed on the stator. Results shall be recorded on the test report.
- c. Thoroughly clean and dry the stator and motor housing. Verify cooling passages are completely free of foreign materials.
- d. Inspect and clean the motor leads and lead terminals.
- e. Repair/replace loose winding ties and blocking.
- f. Tighten loose slot wedges.
- g. Dress and separate shorted laminations.
- h. Motor stator shall receive one complete dip and bake cycle using a two-part epoxy varnish. The coating shall be compatible with the entire insulation system and be suitable for the environment of the motors.

13.5.4 Stator Rewinding Requirements

- a. Stator rewinds may be specified as part of the original scope of the motor maintenance service or as a result of failure of a stator condition test.
- b. Winding data shall be obtained before stripping.

- c. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
- d. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
- e. A stator core loss test shall be performed following winding removal and stator inspection.
- f. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
- g. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
- h. Upon specific request from the City of Tallahassee, motor rewinds may require Vacuum Pressure Impregnation ("VPI") treating. Generally, this requires would derive from the application and utilization of the motor, for most cases being those motors in excess of 200 HP. VPI Treatment shall be in class "F", 100% solid polyester or epoxy resins. The following shall be monitored and recorded during VPI treatments: preheat temperature and duration, vacuum level and duration, and pressure and duration. For those VPI applications, a test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration. For VPI treatments, the stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
- i. Following rewind, hipot at $1.7(2D + 1000)$ volts DC.

13.5.5 Mechanical Inspection/Reconditioning Requirements

- a. Measure and record bearing, seal and journal dimensions (include bearing OD and bearing housing fits when rolling element bearings are used). Verify proper tolerances and concentricity.
- b. Contractor shall replace bearings with same model and type as was originally specified for that particular motor, unless otherwise requested by the City to utilize different type or model.

Note: Cost of refurbishment shall include the replacement of standard single element roller bearings. The supply and installation of non-standard or specialty bearings shall be considered outside this scope of work and completed only after approval by a City of Tallahassee representative.

- c. No knurling, peening, or adhesives will e used as a means of retaining bearings to the shaft or in the bearing bracket.

- d. Sleeve bearings shall be reused when possible. Clearances shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" for each inch of additional shaft diameter.
- e. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City ASTM B23 alloy 2 or 3 shall be used for any rebarbitting work required.
- f. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
- g. Final "As-Left" bearing clearance data shall be taken and recorded.
- h. Motor frame and end shields shall be examined for defects and fit. Cracks or breaks shall be repaired, and fits brought to standard.
- i. Motor frame shall be cleaned free of all oil or grease residue, sandblasted to SSPC-SP6 commercial grade blast, cleaned, primed (same day prime) and painted with a quality coating system suitable for the motor application as follows:
 - 1. Motors subject to normal ambient service applications shall be painted with a coating system (primer and finish coat) from Carboline, Sherwin Williams, or other manufacturer approved by the City. Applications shall be in accordance with manufacturer's recommendations.
 - 2. Motors subject to highly aggressive environmental application are to be coated using a Rust-Oleum Epoxy/Urethane system consisting of a 5-8 mil coat of 9186 high solids epoxy mastic followed by a 3-5 mil coat of 9882 urethane mastic – with colors in accordance with existing systems and equipment.

13.5.6 Final Assembly Inspection/Tests Requirements

- a. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
- b. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
- c. Bearings shall be properly positioned on the shaft.
- d. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately 1/8" per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
- e. Vertical machines shall have thrust bearings set per the manufacturer's specification.

- f. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations and grease fittings removed and holes plugged.
- g. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
- h. Rotors shall be checked for freedom of rotation.
- i. Air gap shall be measured and recorded at the 12, 3, 6, and 9 o'clock positions at both ends of the motor.
- j. Perform and record the results of a low resistance phase test for each phase.
- k. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the operating voltage of the motor being tested.
- l. Perform a surge comparison test (turn to turn) in accordance with the test equipment manufacturer's instructions and verify satisfactory results.
- m. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
- n. During the test operation, the following data is to be recorded at no longer than fifteen-minute intervals:
 - Bearing temperatures
 - Stator Temperatures
 - Phase currents
 - Phase Voltages
 - Vertical, Horizontal, Axial Vibrations
 - Rotor Speed
- o. Blue shaft and scribe magnetic center on the motor shaft.
- p. Terminate test, shut down motor, drain oil from the bearings, and tag appropriately.
- q. Complete final assembly as necessary and prepare motor for shipment.

13.5.7. Documentation

- a. A test report shall be returned with the motor. The report shall contain, at a minimum, all data requested in this Specification, e.g. Model Number, Serial Number, etc.

- b. Additional maintenance activities or parts replacement required outside those identified in these Specifications shall be documented and submitted for approval before proceeding with repairs. THE CONTRACTOR ASSUMES THE RISK FOR REPAIRS COMPLETED WITHOUT PRIOR APPROVAL BY THE CITY AND UNDERSTANDS THAT THEY MAY NOT BE COMPENSATED FOR SUCH WORK.
- c. All motors repaired or reconditioned shall be marked with a nameplate-type tag containing the Contractor's name and location, date of service, a job or shop number, and the motor weight securely attached to the motor housing.

13.5.8. Miscellaneous

- a. Contractor(s) shall furnish all technical supervision, equipment, and materials as required for the maintenance of the motor as defined by this Specification and the scope of work requested.
- b. Motors are not to be shipped with oil in the bearings. The Contractor(s) will furnish and install oil in the bearings once the motors are on site.
- c. Contractor shall be responsible for mechanical work associated with the electric motors at the City of Tallahassee facilities. Motors shall be mechanically disconnected from the driven equipment and loaded and transported by the Contractor. Motors shall be unloaded, reinstalled, set and aligned by the Contractor.
- d. Each time motor maintenance or repair is required, the City of Tallahassee will be responsible for the costs associated with pulling motors one time. In the event that motors are reinstalled and must subsequently be removed for additional repairs, the costs associated with subsequent removals shall be borne by the Contractor(s).
- d. Repairs to individual motors must generally be made within five (5) working days from picking up motor from the site, unless noted otherwise on the purchase order or authorized by the City-Designated Authorized Representative.
- e. On occasion, motors not listed in the Bid Schedule may need to be repaired. The Contractor(s) agree to repair these other motors at the miscellaneous shop and machinist rates in the Bid Schedule. The contractor(s) must provide a not-to-exceed price to the contact person for these repairs prior to beginning the repairs to the motor. Any unforeseen repairs deemed necessary, that require a change to the stated cost of the repair, must be approved by the contact person prior to beginning the additional repairs.
- f. On occasion, motor repair may not be advisable when compared to the purchase of a new motor. Per the stipulations of the awarded Contract herein, Contractor(s) may, upon request, provide a quotation for a new motor replacement. The City of Tallahassee reserves the right to purchase exclusively based on this provided quote, up to a maximum limit of \$50,000 or as otherwise established by City of Tallahassee Purchasing Policy.

Conversely, the City also reserves the right to solicit competitive quotes for a new motor purchase.

- g. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the Contractor(s). Any warranted failures shall be corrected at no cost to the City, including transportation to and from the job site.
- h. Abnormalities found during the disassembly, testing, and maintenance of the motors that are outside the original scope of the maintenance activities should be brought to the attention of City representatives in order that suitable corrective measures can be defined and planned. The Contractor(s) shall not perform these activities unless written authorization has been granted by the City.

END OF SUPPLEMENTAL SPECIFICATION

[SEE FOLLOWING PAGES FOR REFERENCED TABLES AND FORMS]

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| | | | | | | | | | | | | | | | |
|-----------------------------------|--|--------------|--|------------------|--|-----------------------------------|--|-------------|--|-----------|--|-------|--|-----|--|
| Owner: | | | | Project No.: | | | | | | | | | | | |
| Address: | | | | Date: | | | | | | | | | | | |
| Well No: | | | | | | | | | | | | | | | |
| Performed By: | | | | | | | | | | | | | | | |
| ELECTRIC MOTOR | | | | | | | | | | | | | | | |
| Make: | | HP: | | RPM: | | Voltage: | | Amps: | | Phase: | | | | | |
| S.F.: | | Frame: | | NRR: | | Y | | N | | MDS Dia.: | | BD: | | CD: | |
| Upper Bearing No.: | | | | | | Lower Bearing No.: | | | | | | | | | |
| GEAR DRIVE | | | | | | | | | | | | | | | |
| Make: | | | | Model: | | | | Serial No.: | | | | | | | |
| RPM: | | | | Ratio: | | | | BD: | | | | CD: | | | |
| DISCHARGE HEAD | | | | | | | | | | | | | | | |
| Make: | | | | Model: | | | | Serial No.: | | | | | | | |
| Discharge Size: | | Packing Box: | | Mechanical Seal: | | Two PC Shaft: | | Y | | N | | Dia: | | | |
| PUMP | | | | | | | | | | | | | | | |
| Turbine: | | <i>or</i> | | Submersible: | | Make: | | Model: | | | | | | | |
| Serial No.: | | Size: | | Stages: | | GPM: | | TDH: | | | | | | | |
| FLOW METER | | | | | | | | | | | | | | | |
| Make: | | | | Model: | | | | Serial No.: | | | | Size: | | | |
| PHOTOS | | | | | | | | | | | | | | | |
| Outside View No. 1 | | | | | | Outside View No. 2 | | | | | | | | | |
| Discharge Head & Motor View No. 1 | | | | | | Discharge Head & Motor View No. 2 | | | | | | | | | |

| | | | |
|---|--|------------|-------|
| Well No: | Consumptive Use Permit # | | |
| Address: | | | |
| Test Site: | | | |
| GPS Coordinates: _____ [LAT] _____ [LON] | | | |
| Contact: | | | |
| Meter Model: | Meter Serial Number: | | |
| Meter Accessories: | | | |
| Pipe Information at test site: | | | |
| Material: _____ Outside Diameter: _____ (in.) Wall Thickness: _____ (in.) | | | |
| Transducer Spacing: _____ (in.) or _____ (mm) | | | |
| Soundspeed: _____ m/s | Rack Location: | | |
| Flow Meter Type/Model: | Test Performed @: _____ GPM | | |
| Initial meter reading at start of calibration: _____ x | Final meter reading at end of calibration: _____ x 000 | | |
| Reading on equipment used for calibration: | | | |
| Start: _____ | | End: _____ | |
| Meter Accuracy: _____ % | Last Meter Test Date: _____ Accuracy _____ % | | |
| Comments: | | | |
| Digital Photo Taken (Y or N): | Was excavation required upon testing (Y or N)? | | |
| Signature: | | | Date: |
| Print Name: | | | |



**CITY OF
TALLAHASSEE**

Legal Routing Memo

Date: 12/26/2023

To: City Attorney's Office

From: Underground Utility & Public Infrastructure

Subject: Legal Review of

- CONTRACT NO. 5480 – A.C. Schultes, Inc. dba Rowe Drilling
 - AMENDMENT NO.
 - MEMORANDUM OF UNDERSTANDING OR AGREEMENT
 - OTHER
-

This document relates to IFB-080-23-RM for Water Well Service, Multiple Award.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Ron Mayo*

Department Signature: *Jennifer Porter*

TO BE COMPLETED BY LEGAL

Legal review completed on: 12/26/2023

Legal review performed by: Kristen McRae

Approved for execution: yes no

