

RESOLUTION NO. 2013 - 277

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 14-11 AND TO EXECUTE AGREEMENTS FOR WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC UTILITY DEPT.)

RECITALS

WHEREAS, the County desires to enter into contracts with Partridge Well Drilling Co., Inc., Rowe Drilling Co., Inc. and Thompson Well & Pump Inc. to provide services for Water Well Assessment & Rehabilitation Services (SJC Utility Dept.); and

WHEREAS, the scope of the project shall generally include furnishing all labor and materials necessary for assessment, repairs and/or rehabilitation and emergency services of water wells; and

WHEREAS, through the County's formal RFQ process, Partridge Well Drilling Co., Inc., Rowe Drilling Co., Inc. and Thompson Well & Pump Inc. were selected as the most qualified respondents to enter into a contracts with the County to perform the work referenced above; and

WHEREAS, the project is being funded through 4488-56302/4459-56302 and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

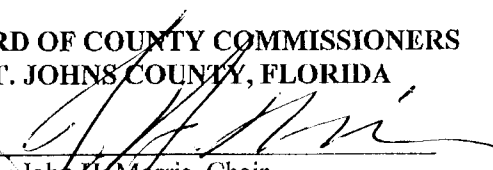
Section 2. The County Administrator, or designee, is hereby authorized to negotiate fee schedules to enter into contracts for RFQ 14-11 Water Well Assessment & Rehabilitation Services with Partridge Well Drilling Co., Inc.; Rowe Drilling Co., Inc. and Thompson Well & Pump Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contracts with Partridge Well Drilling Co., Inc.; Rowe Drilling Co., Inc. and Thompson Well & Pump Inc. on behalf of the County for the completion of Water Well Assessment & Rehabilitation Services (SJC Utility Dept.) specifically provided in RFQ 14-11.

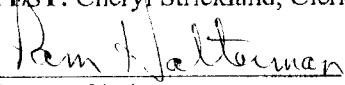
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

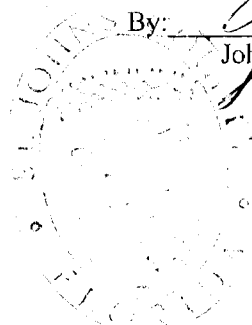
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of December, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 12/19/13



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Bubba Solano, Utility Operations Manager
FROM: Sharon Haluska, Contracts Manager
SUBJECT: RFQ 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept)
DATE: November 14, 2013

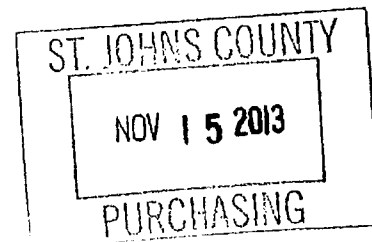
Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for these services. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval *Bubba Solano Jr*
Date 11-14-13
Budget Amount \$ 860,000
Account Funding Title Unrestricted Maint + PV
Funding Charge Code 4488-56302 | 4459-56302
Award to Partridge Well, Rowe Drilling, & Thompson Well & Pump
Award Amount \$ 860,000

(Use additional sheet/s as needed)



EVALUATION SUMMARY SCORE SHEET
RANKING OF CONTRACTOR SERVICES

Date: November 14, 2013
RFQ: 14-11 Water Well Assessment & Rehabilitation
Services (SJC Utility Dept.)

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

FIRM	EVALUATORS						TOTAL	RANKING	COMMENTS
	Tony Cubbege	Wade Schroeder	Barry Stewart	Scott Tirgg	Kevin Wiseman				
Partridge Well Drilling Co., Inc.	99	103	101	103	83	489	1		
Rowe Drilling Co., Inc.	99	99	99	97	87	481	2		
Thompson Well & Pump Inc.	93	103	88	91	73	448	3		

APPROVED: Purchasing Manager: *Dawn R Cardenas* 11/14/13
Utility Department: *Sheryl E Hobbs jr* 11/14/13

NOTE:
THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. November 14, 2013 UNTIL 4:00 p.m. November 18, 2013

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

RFQ NO.: 14-11

REQUEST FOR QUALIFICATIONS (RFQ)

WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

FINAL - 9/25/13

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150**

RFQ NO.: 14-11
REQUEST FOR QUALIFICATIONS (RFQ)
WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

TABLE OF CONTENTS

I. ADVERTISEMENT

II. INTRODUCTION

- A. Purpose
- B. Scope of Services
- C. Minimum Qualifications
- D. Due Date/Location
- E. Contact for Questions/Inquiries
- F. RFQ Application Package Requirements
- G. Evaluation of Application Packages
- H. Contract Award
- I. Insurance & Bond Requirements
- J. Public Records
- K. Conflict Resolution and Issue Escalation
- L. Evaluation Criteria
- M. Evaluation Score Sheet

III. REQUEST FOR QUALIFICATIONS (RFQ) PACKAGE INSTRUCTIONS & FORMAT

Qualification Cover Sheet

Qualification Certification

Affidavit of Solvency

- A. Company Qualifications
 - A-1 – Letter of Introduction & Interest
 - A-2 – Proof of Qualifications (License/Certifications List)
 - A-3 – Certificate of Compliance w/Florida Trench Safety Act
- B. Project Experience (Non St. Johns County)
- C. Project Experience (St. Johns County Board of County Commissioners)
- D. Financial Capability
 - D-1 – Letter of Bondability
 - D-2 – Certificates of Insurance
 - D-3 – Claims/Liens/Litigation History
- E. Company Organization and Resources
 - E-1 – Company Organization
 - E-2 – Key Personnel
 - E-3 – Equipment
- F. Request for Qualification (RFQ) Submittal
- G. Project References

IV. APPLICATION PACKAGE CHECKLIST/SCORING WORKSHEET

V. SPECIFICATIONS

General Specifications
Initial Well Assessment
Rehabilitation Services
Emergency Repairs
Well Modifications
Contract Exclusions
Additional Services

V. EXHIBITS

1. Water Wells by Site Location
2. Proposed Water Wells Site Schedule by Fiscal Year
3. Site Map
4. Sample Fee Schedule
5. Sample Water Well Assessment Report
6. Sample Contract w/Public Construction Bond form (For Reference Only)

I - ADVERTISEMENT

RFQ NO.: 14-11 ST. JOHNS COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

Notice is hereby given that the St. Johns County is soliciting Request for Qualifications packages for **RFQ: 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)** Interested firms shall submit one (1) original and five (5) copies for a total of six (6) sets of a submittal packages to: Sharon Haluska, Contracts Manager, **St. Johns County Purchasing Dept**, located in the St. Johns County Administration Building at **500 San Sebastian View, St. Augustine, FL 32084**, main phone # (904) 209-0150. All packages are due to be received by no later than **4:00 p.m. (EST), Thursday, October 31, 2013**. **NOTE:** Packages received or delivered after the 4:00 p.m. deadline will not be considered and shall be returned to the sender unopened.

RFQ PURPOSE: St. Johns County Purchasing on behalf of the St. Johns County Utility Dept. is seeking qualification packages from qualified Water Well contractors. The purpose of this RFQ is to evaluate and rank firms interested in performing countywide water well assessment and rehabilitation services on a continuing as-needed basis. The intent of this RFQ is to qualify no less than three (3) firms.

SCOPE OF WORK: The Scope of Work for these services shall generally include but may not be limited to furnishing all labor, equipment, tools and other items necessary to perform initial assessment inspections of each of the County's existing potable water wells; perform repairs and/or rehabilitation of each well and associated well pumping appurtenances as identified during the initial well assessment; perform emergency repairs on an as-needed basis as identified by SJC Utility Dept. personnel. **Note:** Construction of new water wells is **excluded** from work under this RFQ. The County reserves the right to add or delete wells as needed or adjust proposed schedules as circumstances warrant.

MINIMUM QUALIFICATIONS:

Firms interested in being considered as a Prime Contractor for the scope of work above must be licensed to conduct business in the State of Florida and be currently licensed as a Water Well Contractor in the State of Florida. The submitting company must have business and have a minimum of seven (7) years of experience in repairing and rehabilitating potable water wells and responding to emergency situations for the type and size wells specified in this RFQ document. The submitting company must have successfully completed a minimum of ten (10) projects in the past five (5) years of type of services specified and for the size of well/s shown herein.

EVALUATION OF RFQ PACKAGES:

RFQ packages shall be evaluated in accordance with the following Evaluation Criteria: A) Company Qualifications, B) Previous Project Experience (Non-St. Johns County) C) Previous Project Experience with St. Johns County D) Financial Capability E) Company Organization & Resources F) Quality of Submittal

RFQ PACKAGE REQUESTS & QUESTIONS/INQUIRIES:

Request for Qualifications (RFQ) documents may be obtained electronically from Sharu Haluska by submitting an email request to shaluska@sjcfl.us. Each request for RFQ documents shall reference RFQ 14-11 – WATER WELL ASSESSEMENT & REHABILITATION SERVICES (SJC Utility Dept.) and include the full company name, full company address, company phonenumber, primary contact name and email address

All questions/inquiries related to this RFQ shall be directed **in writing only** to the Point Person for the County: Sharon Haluska, Contracts Manager via fax number (904) 209-0157 or email to shaluska@sjcfl.us. The deadline for

submitting *all* questions/inquiries related to this RFQ shall be **4:00 P.M. (EST), Friday, October 18, 2013**. Any questions/inquiries received after the specified deadline will not be considered for response.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfi.us/BCC/Purchasing/Open_Bids.aspx Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

II. INTRODUCTION

RFQ NO.: 14-11
REQUEST FOR QUALIFICATIONS (RFQ)
Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

A. Purpose: St. Johns County Purchasing Dept. on behalf of the St. Johns County Utility Dept. is seeking qualification packages from qualified Water Well contractors. The purpose of this RFQ is to evaluate and rank firms interested in perform countywide water well assessment and rehabilitation services on a continuing basis. The intent of this RFQ is to qualify no less than three (3) firms.

B. Scope of Work: The Scope of Work for these services shall generally include but may not be limited to furnishing all labor, equipment, tools and other items necessary to perform initial assessment inspections of each of the County's existing potable water wells (See Exhibit 1); perform repairs and/or rehabilitation of each well and associated well pumping appurtenances as identified during the initial well assessment; perform emergency repairs on an as-needed basis as identified by SJC Utility Dept. personnel. *Note:* Construction of new water wells is **excluded** from work under this RFQ. The County reserves the right to add or delete wells as needed or adjust proposed schedules as circumstances warrant.

C. Minimum Qualifications: Firms interested in being considered as a Prime Contractor for the scope of work above must be licensed to conduct business in the State of Florida and be currently licensed as a Water Well Contractor in the State of Florida. The submitting company must have business and have a minimum of seven (7) years of experience in repairing and rehabilitating potable water wells and responding to emergency situations for the type and size wells specified in this RFQ document. The submitting company must have successfully completed a minimum of ten (10) projects in the past five (5) years of type of services specified and for the size of well/s shown herein.

It shall be mandatory that the Prime Contractor perform all major well work with permanent full-time company employees. Although subcontracting is discouraged it is realized that some projects may require subcontractors. The County shall have the right to review a list of proposed subcontractors on a project by project basis and approve or disapprove any subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

D. Due Date / Location: Sealed Request for Qualification packages will be received until **4:00 p.m. on Thursday, October 31, 2013**. Packages shall be mailed or delivered to Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Bldg., 500 San Sebastian View, St. Augustine, FL 32084, Main Phone # (904) 209-0150. All application packages must be sealed and clearly marked on the outside **RFQ: 14-11 Request for Qualifications (RFQ) for Water Well Assessment & Rehabilitation (SJC Utility Dept.) along with the submitting firm's full legal company name and address. Packages received after the 4:00 P.M. deadline will not be considered and will be returned to the sender.**

E. Contact for Questions/Inquiries All questions or inquiries related to this RFQ shall be directed in writing to Sharon Haluska, St. Johns County Purchasing Dept, via fax at (904) 209-0157 or email shaluska@sjcfl.us and must be received by no later than **4:00 P.M. (EST), Friday, October 18, 2013**. **Do not contact any other officer or staff member of St. Johns County, except the Point Person referenced above, with regard to this RFQ.** All inquires will be routed by the to the appropriate officers or staff member for response.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding

to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

F. RFQ Application Package Requirements: In order to be considered, interested firms are required to submit a Request for Qualifications package containing the required information as specified in Section III below in the exact order and format described. The application package shall contain sufficient information to enable the County to evaluate the qualifications and capability of the firm to provide the desired services.

One (1) original application package and five (5) copies shall be packaged together in a sealed box or envelop and clearly marked on the outside: "RFQ #14-11 – Request for Qualifications for Countywide Water Well Assessment & Rehabilitation Services" along with the submitting firm's full legal company name and address.

G. Evaluation of Application Packages

RFQ packages shall be evaluated in accordance with the following Evaluation Criteria: A) Company Qualifications, B) Previous Project Experience (Non-St. Johns County) C) Previous Project Experience with St. Johns County D) Financial Capability E) Company Organization & Resources F) Quality of Submittal

(Please see attached Evaluation Criteria and Evaluation Sheet). An Evaluation Team shall review and score each application package individually. Final rankings will be summarized in a Public Meeting and a recommendation will be presented to the Board of County Commissioners for approval. The Evaluation Team will make every reasonable effort to make recommendations based upon the written application packages alone; however, in the event rankings cannot be clearly determined, then the Evaluation Team shall request the Interim Purchasing Director to schedule presentations /interviews with the top ranked firms. In the event of a tie, each tied score shall be counted as one selection. The intent of this RFQ is to select no less than three (3) firms using the established selection criteria however, the County reserves the right to select more or less than three (3) firms at its discretion.

Example A:

Firm - John Doe Contracting	Score 89	Ranking #1
Firm - ACB Construction	Score 82	Ranking #2
Firm - Duval Construction	Score 78	Ranking #3
Firm - Jim Smith Contractors	Score 78	Ranking #3
Firm - Atlantic Construction	Score 77	Ranking #4
Firm - M. Murray Contractors	Score 76	Ranking #5

Example B:

Firm - John Doe Contracting	Score 89	Ranking #1
Firm - ACB Construction	Score 82	Ranking #2
Firm - Duval Construction	Score 82	Ranking #2
Firm - Jim Smith Contractors	Score 80	Ranking #3
Firm - Atlantic Construction	Score 78	Ranking #4
Firm - M. Murray Contractors	Score 76	Ranking #5

As an example, should the County elect selection of three (3) firms, the firms selected in Example A would include firms John Doe Contracting through Jim Smith Contractors inclusive and Example B would include firms John Doe Contracting through Duval Construction inclusive

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents. If the County elects to conduct oral presentations or interviews selected firms will be notified if presentations /interviews are required and all such

presentations or interviews will be open to the public.

The St. Johns County Board of County Commissioners reserves the right to reject any or all application packages, waive minor formalities or award to/ negotiate with the firms whose applications best serve the interests of St. Johns County.

IN THE EVENT THAT A CONTRACT/AGREEMENT IS ATTACHED TO THIS RFQ, SUCH ATTACHED CONTRACT/AGREEMENT IS FOR DISCUSSION PURPOSES ONLY, AND NOT NECESSARILY REFLECTIVE OF ANY CONTRACT THAT MAY BE ULTIMATELY ENTERED INTO BY THE COUNTY. IN THE EVENT THAT A CONTRACT/AGREEMENT IS NOT ATTACHED TO THE RFQ, IT IS EXPRESSLY UNDERSTOOD THAT THE BOARD OF COUNTY COMMISSIONER'S (BOARD'S) PREFERENCE/SELECTION OF ANY PROPOSAL DOES NOT CONSTITUTE AN AWARD OF A CONTRACT/AGREEMENT WITH THE COUNTY. IT IS ANTICIPATED THAT SUBSEQUENT TO THE BOARD'S PREFERENCE/SELECTION OF ANY PROPOSAL, CONTRACT NEGOTIATIONS WILL FOLLOW BETWEEN THE COUNTY AND THE SELECTED PROPOSER. IT IS FURTHER EXPRESSLY UNDERSTOOD THAT NO CONTRACTUAL RELATIONSHIP EXISTS WITH THE COUNTY UNTIL A CONTRACT HAS BEEN EXECUTED BY BOTH THE COUNTY, AND THE SELECTED PROPOSER. THE COUNTY RESERVES THE RIGHT TO DELETE, ADD TO, OR MODIFY ONE OR MORE COMPONENTS OF THE SELECTED PROPOSER'S PROPOSAL, IN ORDER TO ACCOMMODATE CHANGED OR EVOLVING CIRCUMSTANCES THAT THE COUNTY MAY HAVE ENCOUNTERED, SINCE THE ISSUANCE OF THE RFQ. IT IS FURTHER UNDERSTOOD, NO PROPOSER (WHETHER SELECTED OR NOT) MAY SEEK OR CLAIM ANY AWARD AND/OR RE-IMBURSEMENT FROM THE COUNTY FOR ANY EXPENSES, COSTS, AND/OR FEES (INCLUDING ATTORNEY'S FEES) BORNE BY ANY PROPOSER, DURING THE ENTIRE RFQ PROCESS. SUCH EXPENSES, COSTS, AND/OR FEES (INCLUDING ATTORNEY'S FEES) ARE THE SOLE RESPONSIBILITY OF THE PROPOSER. BY SUBMITTING AN APPLICATION PACKAGE, A PROPOSER AGREES TO BE BOUND BY THESE TERMS AND PROVISIONS OF THE RFQ.

Any firm affected adversely by an intended decision with respect to the award of any proposal, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the RFQ Tabulation. Protest procedures may be obtained in the Purchasing Department. Any protests must be filed prior to expiration of the time period and followed up in writing within five (5) calendar days.

H. Contract Award

The intent of this RFQ is to select and award contracts to no less than three (3) firms using the established selection criteria. Only those firms selected through this RFQ process will be recommended for contract award. The County reserves the right to qualify more or less than three (3) firms at its discretion.

St. Johns County reserves the right to award Continuing Contracts for the specified services to multiple firms for an initial (3) year period with the option to renew individual contracts two (2) times for an additional two (2) year period for each renewal exercised. Renewal of contracts is at the County's discretion and shall be based upon satisfactory performance of the contractor; continued need for the services and the availability of funding. As individual projects or services are identified and work will be authorized in the form of a written Task Order and shall be mutually agreed upon by all parties. Each Task Order shall state the Scope of Work, the Task Order Value, and the Project Schedule and be supported by a written proposal. Any change/s to the scope, value or schedule shall be authorized only in writing by issuance of a Contract Change Order and approved by St. Johns County *prior* to any work being implemented. Any work performed without a fully executed Contract, Task Order and/or Change Order shall be done so at the Contractor's own risk.

Upon selection of firms and prior to award of a contract the County will require the Contractor to submit a proposed Fee Schedule on a form to be provided by the County (see Exhibit "4" - Sample Fee Schedule) which will be subject to negotiation and acceptance by both the Contractor and the County. Markup rates on subcontractors, materials and equipment rental/leases shall not exceed Fifteen (15%).

Fee Schedule rate adjustments will be considered only at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index

(CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

The County reserves the right to: (1) enter into contracts and assign task orders with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

I. Insurance & Bond Requirements

Insurance

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d) **Umbrella or Excess Liability:** The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000

Bonds

Surety Bond (Public Construction Bond)-- The Contractor shall be required to provide a Public Construction Bond for 100% of the proposed dollar value for each task order valued at \$50,000.00 or greater in value

Bonds must be obtained from companies holding certificates of authority as acceptable sureties under Department of Treasury regulations "Surety Companies Doing Business with the United States," 31 CFR Part 223. For listing of approved sureties please see Dept. of Treasury's Listing (Dept. Circular 570) <http://fms.treas.gov/c570/c570.html>

Surety must be licensed to do business in Florida and have been in business and have a record of successful continuous operations for at least three years

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds:The Public Construction Bond form will be forwarded to the Contractor with a fully executed task order. **The Public Construction Bond must be recorded after the task order is signed by all parties.** The Contractor will have three (3) days from receipt of fully executed contract to have the Public Construction Bond recorded. The Contractor shall have the Public Construction Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner will issue a written authorization to proceed.

Unless specified in the RFP Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Contractor shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

J. Public Records

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this RFQ shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

K. Conflict Resolution and Issue Escalation

In the event that problem/s occur during the execution of the authorized work, the resolution of those problems will be processed as follows unless revised by an amendment to the Contract Agreement

If the resolution does not change the original intent of the authorized work (scope), cost and/or schedule then the Contractor will be responsible for developing and submitting a functional solution to the problem to the authorized County representative for review and response within ten (10) working days. The authorized County representative will either concur with the proposed solution or, if the authorized County representative has concerns, the issue will be escalated as described in the process below

If the resolution does alter the original intent of the authorized work (scope), cost and/or schedule then the Contractor will be responsible for developing and submitting a functional solution to the problem with any cost differences (+ or -) and schedule differences to the authorized County representative for review and response within ten (10) working days. The authorized County representative will either concur with the proposed solution and initiate the applicable written authorization, or if the authorized County has concerns, the issue will be escalated as described in the process below. Any changes to the original intent, cost or schedule of the authorized work will require a contract change order.

The County has established the issue escalation process for conflict resolution that the Contractor shall follow unless revised by the authorized County representative. All issues are to be initially directed to the authorized County representative. If the issue cannot be resolved at this level the authorized County representative shall forward the issue to the next level in the process. The escalation process begins with the Utility Manager, followed by the Utility Department Director, followed by Assistant County Administrator, and finally to the County Administrator. Each level shall have a maximum of three working days to answer, resolve or address the issue. This three day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The authorized County representative will respond in a timely manner but not to exceed three working days. The Contractor shall provide any available supporting documentation.

The Contractor shall establish a similar escalation process for their organization with personnel of similar levels of authorization and responsibility.

L. EVALUATION CRITERIA RFQ 14-11
REQUEST FOR QUALIFICATIONS (RFQ) for
WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

A. COMPANY QUALIFICATIONS - Evidence of required qualifications are demonstrated through the information and documents specified in Section III in the form of a Letter of Introduction, Lienses and Certifications. **Qualifications shall be graded on a scale of 0– 25 points.**

B. PREVIOUS PROJECT EXPERIENCE (Non St. Johns County) – Evidence of previous project experience demonstrates that the firm has successfully completed a minimum ten (10) projects as a prime contractor in the last five (5) years of the type described in the Scope of Services. **Previous Project Experience (Non St. Johns County) shall be graded on a scale of 0 – 25 points.**

C. PREVIOUS PROJECT EXPERIENCE (St. Johns County Board of County Commissioners)– Evidence of previous project experience that demonstrates that the firm has successfully completed three (3) projects of the type described in the Scope of Services during the past seven (7) years as a prime contractor under **direct contract** with the St. Johns County Board of County Commissioners in the last seven (7) years. **Previous Project Experience (St. Johns County Board of County Commissioners) shall be graded on a scale of 0– 15 points.**

D. FINANCIAL CAPABILITY - Evidence of the firms' financial capability is demonstrated through documentation of financial stability through evidence of bonding capability and ability to provide required insurance coverages. **Financial Capability shall be graded on a scale of 0 – 10 points.**

E. COMPANY ORGANIZATION & RESOURCES – Evidence of company organization, qualified and experienced staff and ability to access required equipment to successfully perform the work as specified. **Company Organization & Resources shall be graded on a scale of 0 – 25 points.**

F. QUALITY OF SUBMITTAL – The submittal package shall be evaluated and graded on compliance with organization, content and format of the package in accordance with the RFQ instructions. **Quality of Submittal shall be graded on a scale of 0 to 5 points.**

M. EVALUATION SCORE SHEET
FOR RANKING OF CONTRACTOR PRE-QUALIFICATIONS

BOARD OF COUNTY COMMISSIONERS
CRITERIA FOR RANKING

PROJECT: RFQ 14-11 Request for Qualifications
Water Well Assessment & Rehabilitation
Services (SJC Utility Dept)

FIRM	A. COMPANY QUALIFICATIONS 0 TO 25	B. PREVIOUS PROJECT EXPERIENCE (Non St. Johns Co.) 0 TO 25	C. PREVIOUS PROJECT EXPERIENCE (St. Johns County) 0 TO 15	D. FINANCIAL CAPABILITY 0 TO 10	E. COMPANY ORGANIZATION & RESOURCES 0 TO 25	F. QUALITY OF SUBMITTAL 0 TO 5	TOTAL 0 TO 105

To avoid duplication an Authorized St. Johns County Representative will contact and rank references.

SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

III – REQUEST FOR QUALIFICATION (RFQ) PACKAGE INSTRUCTIONS & FORMAT

Interested firms desiring to be considered are to provide services for Water Well Assessment & Rehabilitation Services (SJC Utility Dept.) RFQ as generally described in the Scope of Services above shall submit **one (1) original and five (5) copies for a total of six (6) sets** of the following information in the *exact order and format as shown below:*

Pre-Qualification Application Cover Sheet (Complete and submit)

Pre-Qualification Application Certification Notarized (Complete and submit)

Affidavit of Solvency (Complete and submit)

A. Company Qualifications – In this section of the application package firms shall provide evidence that the firm meets or exceeds the minimum qualification to perform the services specified in Section V of this RFQ by completing and submitting the following information and attachments:

A-1. Letter of Introduction & Interest

Cover Letter of Introduction & Interest (**limit cover letter to 2 pages**) providing the following: (a) Full legal company name, (b) Physical street address and mailing address if different than street address (c) Primary company phone and fax numbers (d) Company type ie. Corporation, Partnership, etc. (e) Names and titles of company principals (f) Brief statement of company history (date of establishment, number of years in business, etc) (g) Brief description of business philosophy and (h) Reason for interest in submitting a response to this solicitation i) Primary contact name, title & email address for notices, correspondence, etc. with regard to this RFQ (**Attachment A-1 – Letter of Introduction & Interest**)

A-2. Proof of Qualifications – In this section of the application firms shall provide a list and copies of all current licenses and certifications. Minimum documentation shall be shown by completing and submitting **Attachment “A-2” – License/Certification List** that contains the following:

1. Current and valid State of Florida Business license
2. Current and valid State of Florida Water Well Contractor license
3. Current applicable certifications

A-3. Certificate of Compliance with Florida Trench Safety Act – Complete and submit **Attachment “A-3”**.

B. Previous Project Experience (Non St. Johns County) – In this section firms shall provide evidence of successful completion as a prime contractor of ten (10) projects in the past five (5) years of the type of services described in the Scope of Services above by completing all requested information and submitting **Attachment “B” – Previous Project Experience (Non St. Johns County)**. Photographs should be submitted to illustrate each project but must be clearly marked with the project name and date.

C. Previous Project Experience (St. Johns County Board of County Commissioners) – In this section firms shall provide evidence of successful completion of three (3) projects of the type of services described in the Scope of Services above as a prime contractor under **direct contract** with the St. Johns County

Board of County Commissioners in the last seven (7) years by completing all requested information and submitting **Attachment "C" – Previous Project Experience (St. Johns County BOCC)**. Photographs should be submitted to illustrate each project but must be clearly marked with the project name and date

D. Financial Capability – In this section of the application package firms shall provide evidence that the firm meets or exceeds the financial stability to sustain the required services throughout the life of the contract. Evidence of financial capability shall be demonstrated by completing and submitting the following information and attachments

D-1. Letter of Bondability – Letter of Bondability by the company's Surety (not the agent) that the company has bonding capacity on an as-required basis for each project exceeding \$50,000.00 in value. Surety must be licensed to do business in Florida, have been in business and have a record of successful continuous operations for at least three years. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders. Surety must have fulfilled all of its obligations on all other bonds given to the Owner. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment and have an "A" rating or better. Evidence of bonding capacity shall be shown by submitting **Attachment "D-1 – Letter of Bondability"** from acceptable Surety.

D-2. Certificate of Insurance – In this section firms shall provide copies of Certificates of Insurance providing evidence of all coverages as specified in Section II above and submitted as **Attachment "D-2" – Certificates of Insurance**.

D-3. Claims, Liens, Litigation History – In this section of the application firms shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "D-3" – Claims, Liens, Litigation History**.

E. Company Organization & Resources – In this section of the application firms shall provide evidence that the firm has qualified and experienced staff and other resources necessary to successfully perform the work described in the general Scope of Work by completing and submitting the following information

E-1. Company Organization – In this section, firms shall submit Company Organization Chart reflecting the organization of the company illustrating clear lines of reporting by submitting **Attachment "E-1" – Company Organization Chart**.

E-2. Key Personnel – In this section of firms shall submit evidence of qualified full time permanent personnel shown on the Project Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "E-2" – Personnel List**. The personnel list shall include any one who will be performing the responsibilities of a project manager, superintendent, foreman, laborer, project administration and any other key position for this project. Brief comprehensive resumes should be provided for each staff member listed.

E-3. Equipment – In this section firms shall submit evidence of owned or leased equipment to be used in completing projects by completing all information and submitting **Attachment "E-3" – Equipment List**.

F. Request for Qualifications (RFQ) Submittal – The entire RFQ submittal shall be evaluated and scored as to the quality of the submittal package of organization, content and format in accordance with the instructions provided in this document.

G. Project References – In this section of the Submittal firms shall provide a list of three (3) references for projects successfully constructed that are similar in scope to that of the services described for this RFQ. (These references can be the same or different than those listed on Attachment “B” and/or “C” but only the references listed on **Attachment “G” – Project Reference List** will be contacted). *Note:* Submittal of references in this section is **mandatory**. References submitted will be contacted after the initial evaluation phase and information provided may be utilized in the negotiation phase.

IV. APPLICATION PACKAGE/CHECKLIST/SCORING WORKSHEET

V. SPECIFICATIONS

General Specifications
Services
Contract Exclusions
Additional Services

VI. EXHIBITS

Exhibit “1” – SJC Water Wells by Location
Exhibit “2” – SJC Water Well Sites Proposed Priority List
Exhibit “3” – Site Map
Exhibit “4” – Sample Fee Schedule
Exhibit “5” – Sample Water Well Assessment Report
Exhibit “6” – Sample Contract w/Public Construction Bond Form

REQUEST FOR QUALIFICATIONS (RFQ)
for
WATER WELL ASSESSMENT & REHABILITATION SERVICES(SJC Utility
Department)

FOR PRIME CONTRACTORS ONLY

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084
ATTN: Sharon Haluska, Contracts Manager

COMPANY NAME: _____

DATE: _____

**CERTIFICATION FOR
RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)**

We wish to submit our qualification package to be considered as a Contractor for the Water Well Assessment & Rehabilitation Services for St. Johns County Utility Department:

A copy of all applicable license(s) and/or certifications under which our firm is engaged in the business of contracting in the State of Florida are attached. These licenses/certifications were issued in accordance with provisions of State of Florida, and are currently valid and in force.

It is further understood that a contract, if awarded, shall be valid for the purpose of the described scope of services, unless suspended or terminated by the SJC.

We authorize and request any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this application.

We further authorize the St. Johns County or its designee to disclose, without any liability whatsoever, any and all information contained in the RFQ submittal package.

We have not been disqualified by any public agency in Florida except as indicated below. (If none enter "N/A")

(Name of Organization)

This ____ day of _____, 20 ____

Attest:

APPROVED:

By: _____
Name and Title of Officer

By: _____
Name and Title of Authorized Officer

As Notarized

By: _____

(Corporate Seal)

Disqualified by: _____ Date: _____

RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)

AFFIDAVIT OF SOLVENCY

STATE OF _____)

COUNTY OF _____)

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____, 20__.

Signature of Affiant

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “A-1”

LETTER OF INTRODUCTION and INTEREST
(Attach or insert copy here)

RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: _____

Attachment "A-2"
LICENSE/CERTIFICATION LIST

In the space below, list all current specified licenses and certifications and *attach a copy of each to this form.*

License Name	License #	Issuing Agency	Expiration Date

RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: _____

ATTACHMENT “A-3”

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administration excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administration excavation safety standard.

By: _____

Printed Name & Title

Date

Authorized Signature

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

**Attachment “B”
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)**

1. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

Attachment “B” con’t

PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

4. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

6. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

7. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

8. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

9. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

10. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

NOTE: Photos can be attached but should be clearly marked with Project Name & Date

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “C”

PREVIOUS PROJECT EXPERIENCE (St. Johns Co Board of County Commissioners)

1. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Project Description: _____

Owner Name: _____

Contact Name, Title: _____

Phone # & Email Address: _____

Dollar Value of Project: _____

Completion Date of Project: _____

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “D-1”

LETTER OF BONDABILITY (on Surety Letterhead from Surety not Agent)
(Attach or insert copy here)

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “D-2”

CERTIFICATES OF INSURANCE
(Attach or insert copy here)

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

**Attachment “D-3”
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit the attached)**

Claims/Litigations

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties

Amount actually recovered, if any _____

Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past five (5) years- pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

For all claims filed against your company within the past five(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?

List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____
If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “E-1”

COMPANY ORGANIZATION CHART

(Attach or insert copy here)

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment "E-2"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs Experience

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

Attachment “E-3”

EQUIPMENT LIST

In the space below, list all equipment owned or leased including company vehicles that may be utilized to perform the required scope of services. (Use additional pages if needed)

Make of Equip (eg. John Deere)	Model (eg. LT303 Trencher)	Model Year	Owned or Leased

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

“F”- Quality of Submittal

All RFQ Submittals shall be organized, labeled and submitted in *exact number, order and format as shown in Section III*.

All packages shall be mailed or delivered in a **sealed** box or envelope and contain **one (1) original and five (5) copies for a total of six (6) sets**. Each box or envelope shall be clearly marked on the outside with the submitting company’s full company name and full company address **AND** marked with “RFQ 14-11 – Water Well Assessment & Rehabilitation Services(SJC Utility Dept)”.

All packages shall be mailed or delivered to: Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, FL 32084, main phone # (904) 209-0150 and are due no later than 4:00 p.m. (EST), Thursday, October 24, 2013.

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: _____

“G” - PROJECT REFERENCES

1. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

4. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

NOTE: Only those projects shown on this page will be contacted to qualify for points in this category

IV - CHECKLIST/SCORING WORKSHEET
FOR RFQ 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

	ATTACHMENT NAME and #	CHECK BOX	For St. Johns Co. Use Only
	Qualification Cover Page		
	Qualification Certification		
	Affidavit of Solvency		
A. Company Qualifications	A-1 - Letter of Introduction & Interest		
	A-2 - License/Certifications List		
	A-3 – Certificate of Compliance w/Florida Trench Safety Act		
B. Previous Project Experience	B – Project Experience (Non St. Johns County)		
C. Previous Project Experience	C – Project Experience (St. Johns County Board of County Commissioners)		
D. Financial Capability	D-1 – Letter of Bondability		
	D-2 – Certificates of Insurance		
	D-3 – Claims/Liens/Litigation History		
E. Company Organization & Resources	E-1 – Company Organization Chart		
	E-2 – Key Personnel		
	E-3 – Equipment List		
F. RFQ Submittal	One (1) original & five (5) copies in content and format specified		
G. Project References	G – Project Reference List		
		Total Score	

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

V – SPECIFICATIONS

GENERAL SPECIFICATIONS

A. Scope of Services - The Scope of Work for these services shall generally include but may not be limited to furnishing all labor, equipment, tools and other items necessary to perform initial assessment inspections of each of the County's existing potable water wells (See Exhibit 1); perform repairs and/or rehabilitation of each well and associated well pumping appurtenances as identified during the initial well assessment; perform emergency repairs on an as-needed basis as identified by SJC Utility Dept. personnel. *Note:* Construction of new water wells is **excluded** from work under this RFQ. The County reserves the right to add or delete wells as needed or adjust proposed schedules as circumstances warrant.

B. Minimum Contractor Qualifications - Firms interested in being considered as a Prime Contractor for the scope of work above must be licensed to conduct business in the State of Florida and be currently licensed as a Water Well Contractor in the State of Florida. The submitting company must have business and have a minimum of seven (7) years of experience in repairing, rehabilitating and modifying water wells of the type and size shown in Exhibit "1" of the RFQ document. The company must have successfully completed a minimum of ten (10) projects in the past five (5) years of type specified services herein.

It shall be mandatory that the Prime Contractor perform all major well work with permanent full-time company employees. Although subcontracting is discouraged it is realized that some projects may require subcontractors. The County shall have the right to review a list of proposed subcontractors on a project by project basis and approve or disapprove any subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

C. County Responsibility - During performance of the authorized services the County will provide contract administration, management services, inspection services and quality acceptance reviews of all work associated with any authorized services. The County will provide job specific information and/or functions as required.

St. Johns County reserves the right to purchase and/or provide any materials or equipment on a project by project basis in order to achieve cost savings, utilize existing inventory or expedite schedule that serves the best interests of the County.

The County will provide all hydrological inspection services on an as needed/as required basis.

The County will perform inspection services and bacteriological sampling and analysis per AWWA standards following rehabilitation and proper disinfection of well

D. Contractor Responsibility - During performance of the authorized services (detailed below), the Contractor will provide a primary point of contact and experienced and qualified personnel to perform the required services in a timely and responsive manner

SERVICES

A. Initial Well Assessment- The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized County representative. Each assessment shall consist of a physical inspection of each well to include as follows

- a. Remove & store motor, pump, column and all related appurtenances.
- b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
- c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized County representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
- d. Prepare and submit a written Well Inspection Report to the authorized County representative (see attached Exhibit "5" – Sample Well Inspection Report) containing the following information:
 - i. List of well defects
 - ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance
 - iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
 - iv. Copies of all supporting documentation ie. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval- Each Well Inspection Report shall be reviewed by an authorized County representative. Implementation of a corrective action plan approved by the County shall be authorized in the form of a written Contact Task Order *prior* to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized St. Johns County representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re submitted along with any revised cost estimate and schedule by the Contractor to the County until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method- The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

B. Rehabilitation/Repair Services

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

- a. Rehabilitate/repair each well in accordance with a County approved corrective action plan authorized in writing by a fully executed Contract Task Order.

- b. Provide 48 hour notification to the County prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
- c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the County.
- d. Well Development services may be required by the County on a case by case basis.

Payment Method— The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

C. Emergency Services

From time to time the County may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

- a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized County representative.
- b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the County for review and approval. Upon approval by the County an emergency Task Order will be issued authorizing implementation of the repairs.
- c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items necessary make all necessary repairs approved by the County to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method— The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

D. General Services

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task.

- a. Well Disinfection: Contractor shall properly disinfect the well per AWWA standards and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the County at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall perform disinfection procedures at no additional cost until bacteriological samples pass.
- b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method— The above noted general services shall be included in the lump sum price for Initial

Assessment services.

Successful firms shall comply with all safety standards and regulations as required by St. Johns County, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit Attachment "A-3" – Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the County. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

CONTRACT EXCLUSIONS

This contract **does not** include new well construction.

ADDITIONAL SERVICES

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized County representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized County representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

END OF SPECIFICATIONS

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT – 1

SJC Water Wells by Location

**RFQ 14-11- REQUEST FOR QUALIFICATIONS
WATER WELL ASSESSMENT & REHABILITATION SERVICES**

EXHIBIT "1" - SJC WATER WELLS by LOCATION

LOCATION	WELL #	WELL DEPTH	VERTICAL TURBINE	PUMP COLUMN	MOTOR HORSE POWER
TILMAN RIDGE					
	TR-42	395'	X	10"	100
	TR-43	450'	X	10"	100
	TR-44	460'	X	10"	100
	TR-45	455'	X	10"	100
	TR-46	450'	X	10"	100
	TR-47	455'	X	10"	100
	TR-48	463'	X	10"	100
	TR-49	425'	X	10"	100
NORTHWEST					
	NW 1	301'	X	10	50
	NW 2	301'	X	12	40
	NW 3	475'	X	12	75
INNLET BEACH					
	IB-1	885'	X	10	40
	IB-2	450'	X	8	20
	IB-3	665'	X	8	50
	IB-4	660'	X	10	75
MARSH LANDING					
	ML-1A	660'	X	8	30
	ML-2	460'	X	10	75
SAWGRASS					
	SG-2	513'	X	8	20
	SG-7	590'	X	8	25
PLANTATIONS					
	PL-1	380'	X	10	40
	PL-2	378'	X	10	40
	PL-3	400'	X	16	50
	PL-4	400'	X	16	50

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT – 2

SJC Water Well Sites - Proposed Priority List

RFQ 14-11- REQUEST FOR QUALIFICATIONS

EXHIBIT "2" - SJC WATER WELL SITES PROPOSED PRIORITY LIST

	WELL #	WELL DEPTH	VERTICAL TURBINE	PUMP COLUMN	MOTOR HORSE POWER
1.	Tilman - TR-45	455'	X	10"	100
2.	Northwest - NW 2	301'	X	12"	40
3.	Innlet Beach - IB-3	665'	X	8"	50
4.	Innlet Beach - IB-4	660'	X	10"	75
5.	Sawgrass - SG-2	513'	X	8"	20
6.	Sawgrass - SG-7	590'	X	8"	25
7.	Plantations - PL-1	380'	X	10"	40
8.	Plantations - PL-2	378'	X	10"	40
9.	Tilman - TR-43	450'	X	10"	100
10.	Innlet Beach - IB-2	450'	X	8"	20
11.	Marsh Landing - ML-1A	660'	X	8"	30
12.	Plantations - PL-4	400'	X	16"	50
13.	Tilman - TR-46	450'	X	10"	100
14.	Northwest - NW 3	475'	X	12"	75
15.	Innlet Beach - IB-1	885'	X	10"	40
16.	Marsh Landing - ML-2	460'	X	10"	75
17.	Plantations - PL-3	400'	X	16"	50
18.	Tilman - TR-42	395'	X	10"	100
19.	Tilman - TR-44	460'	X	10"	100
20.	Tilman - TR-47	455'	X	10"	100
21.	Tilman - TR-48	463'	X	10"	100
22.	Tilman - TR-49	425'	X	10"	100
23.	Northwest - NW 1	301'	X	10"	50

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT – 3

Site Map

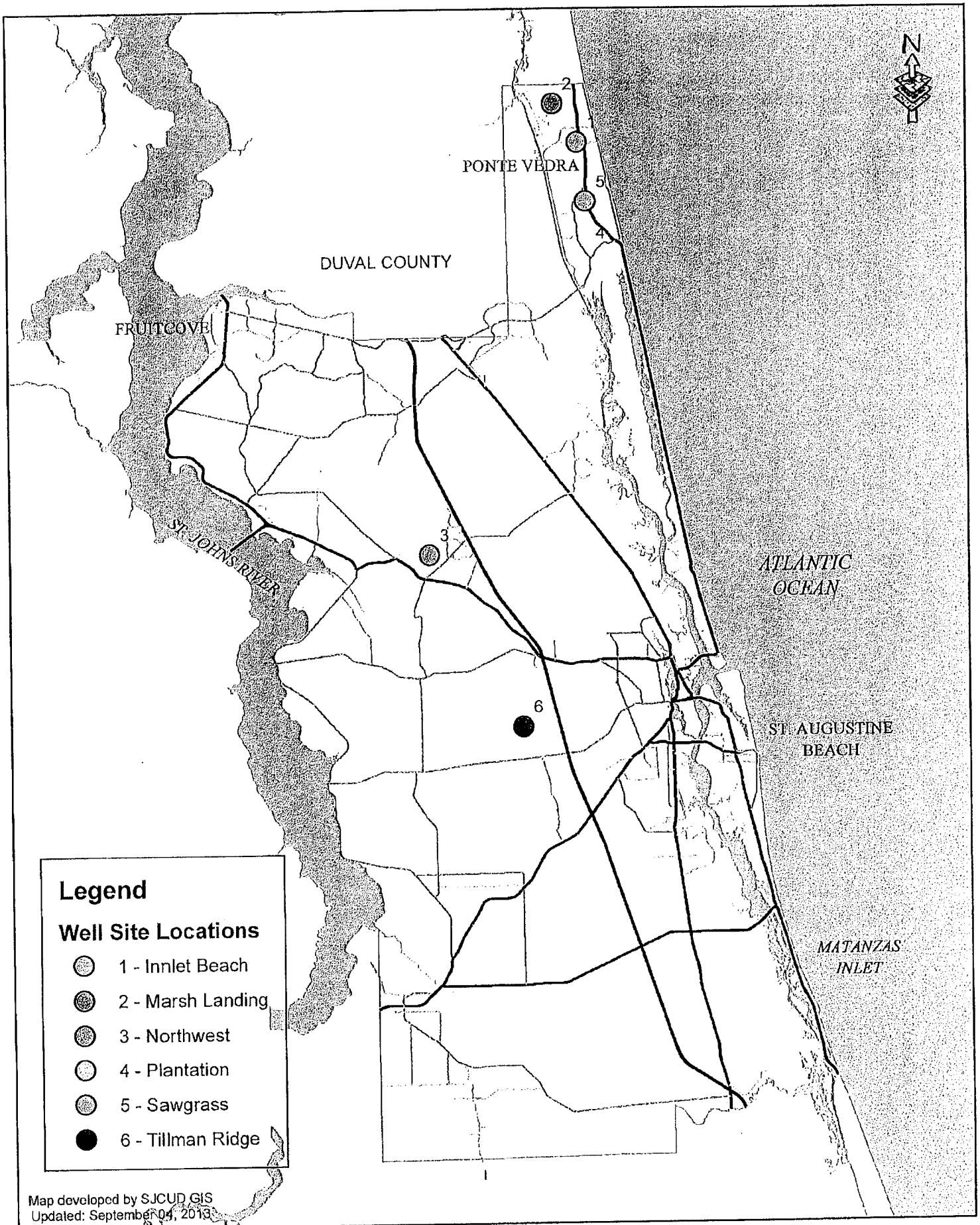


Exhibit - 3 - Well Sites

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT – 4

Sample Fee Schedule

EXHIBIT 4 - Fee Schedule

COMPANY NAME: _____

TASK 1 INITIAL WELL ASSESSMENT Lump Sum: _____
 Video Logging Services (as directed) Lump Sum: _____

TASK 2 REHABILITATION & REPAIRS Time & Materials

LABOR CODE NAME	STRAIGHT TIME RATE	O/T RATE	PREMIUM RATE
Superintendent	_____	_____	_____
General Foreman	_____	_____	_____
Working Foreman	_____	_____	_____
Electrician	_____	_____	_____
Carpenter	_____	_____	_____
Mechanic	_____	_____	_____
Truck Driver	_____	_____	_____
Equipment Operator	_____	_____	_____
Laborer (Skilled)	_____	_____	_____
Laborer (Unskilled)	_____	_____	_____
Additional Labor Codes Not Shown Above (use additional sheets if needed)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Subcontractors: Cost + Overhead & Profit (O/H & P Not to Exceed 15%)
 Materials: Cost + Overhead & Profit (O/H & P Not to Exceed 15%)
 Equipment Rental: Cost + Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3 EMERGENCY REPAIRS (as needed basis)
 Emergency Mobilization (24 Hr Response) Lump Sum: _____
 Emergency Assessment Lump Sum: _____
 Repairs Time & Material Rates as above

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT -- 5

Sample Well Inspection Report

RFQ 14-11: WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)
EXHIBIT – 5: WATER WELL ASSESSMENT REPORT

INSPECTING COMPANY NAME:

WELL SITE:

WELL #:

ASSESSMENT: SCHEDULED or EMERGENCY (Circle One)

ASSESSMENT/INSPECTION FINDINGS:

CORRECTIVE ACTION PLAN [Attach Cost Estimate w/Schedule to complete (# of days)]

ADDITIONAL NOTES/COMMENTS:

Inspector Name (Print):

Inspector Signature:

DATE:

Authorized St. Johns County Representative (Print)

Authorized St. Johns County Representative Signature:

DATE:

**RFQ NO.: 14-11 - WATER WELL ASSESSMENT/REHABILITATION SERVICES (SJC
Utility Dept.)**

EXHIBIT – 6

Sample Contract Agreement/Bond (For Reference Only)

END OF DOCUMENT



CONTINUING CONTRACT

for

Bid No. _____

This Contract is made as of the ___ day of _____, 20___, by and between the **St. Johns County Florida, 500 San Sebastian View, St. Augustine, FL 32084**, hereinafter referred to as the **COUNTY**, and _____, authorized to do business in the State of Florida, hereinafter referred to as the **CONTRACTOR**, whose address is _____, Phone () _____ and Fax () _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The Contractor's responsibility under this Contract is to provide _____ in accordance with the Contract Documents which include the Bid Documents and Bid Forms, Addenda, Specifications, all Field Orders and Change Orders and other amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a Task Order by Task Order basis.

The Contractor shall provide all labor, materials, and equipment necessary to complete _____ (scope)

Services of the CONTRACTOR shall be under the general direction of _____ or an authorized St. Johns County designee, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONTRACTOR shall approve each schedule, which will become a part of each task order. All testing and reports shall coincide with agency requirements.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, as follows: The CONTRACTOR will bill the COUNTY at the amounts set forth in each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract and the task order against which the CONTRACTOR is billing.

- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific task order.
- D. Contract Task Order. Value of this Contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services noted in this Contract shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

Insurance

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of Interest if entered into by the CONTRACTOR.

The COUNTY ADMINISTRATOR, or designee, agrees to notify the CONTRACTOR of the opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR, of the original notification of conflict of interest. If, in the opinion of the COUNTY ADMINISTRATOR, or designee, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY ADMINISTRATOR, or designee, shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, all written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery

of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 – DURATION AND EXTENSION

This Contract shall be effect for an initial one (1) year period from the day of acceptance by the County, may be renewed for up to a maximum of ~~three (3)~~ one (1) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, continued need for services and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order or task order.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes to a task in progress, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include Bid Documents/Specifications dtd 4/23/09 and Addendum #1 and 2, except for modifications issued after execution of this Contract, will be enumerated in each task order.

ARTICLE 29 - FLORIDA LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Director
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or

entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

ATTEST:
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

Date

WITNESS:

Signature

Name (Type or Print)

LEGALLY SUFFICIENT:

Deputy County Attorney

Date: _____

ST. JOHNS COUNTY

BY: _____
Purchasing Director

Date

CONTRACTOR:

Company Name (SEAL)

Name (Type or Print)

X _____
Signature

Title

Date

EXHIBIT "A"

RFQ NO.: _____

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with Fee Schedule as shown in Exhibit "A-1". All fees shown in the Fee Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Fee Schedule adjustments (+ or -) will be considered on at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests for increases shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments (+ or -) shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

EXHIBIT "A-1"

Fee Schedule

RFQ No. _____

EXHIBIT "B"

RFQ No. _____

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date shown on the front page of the Contract Agreement on for a period of _____ (___) year or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for up to _____ (___) _____ (___) year terms upon satisfactory performance by the Contractor, mutual agreement by both parties, the availability of funds and the continued need of the Owner for services.

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____ (Contractor; address; phone) as Principal and _____ (Surety Co.; address; phone) a Corporation, as Surety are bound to ST. JOHNS COUNTY, FLORIDA, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, _____, 20____, between Principal and Owner for construction of _____ (Project, address, and brief description of work) the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

(SEAL)

Witness to Surety Attorney-in-Fact

Address

Principal

By: _____

Address

(Surety)

By: _____

Address

User: Haluska, Sharon

Organization: St. Johns County - Purchasing Department

[Logout](#) | [Help](#)



[My DemandStar](#) [Buyers](#) [Account Info](#)

[\[Log Bid\]](#) [View Bids](#) [Log Quote](#) [View Quotes](#) [Supplier Search](#) [Build Broadcast List](#) [Reports](#)

Document Confirmation

The uploaded file was successfully received.

Document Title	RFQ 14-11 - RFQ Document
Reference Filename	1594876.PDF
File Size	3141813 Bytes
Total uploaded by type	2
Docs/Specs	1
Attachments	1

[Upload Another](#)

[Next >](#)

DemandStar is a product of Onvia, Inc. (c) 1997-2013. All rights reserved. | [Terms of Use](#) | [Privacy](#)

**REQUEST FOR QUALIFICATIONS (RFQ)
for
WATER WELL ASSESSMENT & REHABILITATION SERVICES(SJC Utility
Department)**

FOR PRIME CONTRACTORS ONLY

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084
ATTN: Sharon Haluska, Contracts Manager

COMPANY NAME: Partridge Well Drilling Company, Inc.

DATE: October 1, 2013

ORIGINAL

**CERTIFICATION FOR
RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)**

We wish to submit our qualification package to be considered as a Contractor for the Water Well Assessment & Rehabilitation Services for St. Johns County Utility Department:

A copy of all applicable license(s) and/or certifications under which our firm is engaged in the business of contracting in the State of Florida are attached. These licenses/certifications were issued in accordance with provisions of State of Florida, and are currently valid and in force.

It is further understood that a contract, if awarded, shall be valid for the purpose of the described scope of services, unless suspended or terminated by the SJC.

We authorize and request any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this application.

We further authorize the St. Johns County or its designee to disclose, without any liability whatsoever, any and all information contained in the RFQ submittal package.

We have not been disqualified by any public agency in Florida except as indicated below. (If none enter "N/A")

Partridge Well Drilling Company, Inc.

(Name of Organization)

This 1st day of October, 2013

Attest: Linda P. Alderson - Sec./Treas

By: Linda P. Alderson
Name and Title of Officer

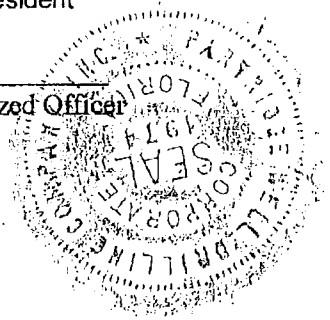
APPROVED: Pat Partridge - President

By: Pat Partridge
Name and Title of Authorized Officer

As Notarized

By: Christina S. Pafford

(Corporate Seal)



Disqualified by: N/A Date: _____



RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)

AFFIDAVIT OF SOLVENCY

STATE OF Florida)

COUNTY OF Duval)

PERTAINING TO THE SOLVENCY OF Partridge Well Drilling being of lawful age and being duly
sworn I, Pat Partridge as President (ex.CEO, officer, president, duly authorized
representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 1 day of October, 2013.

Pat Partridge

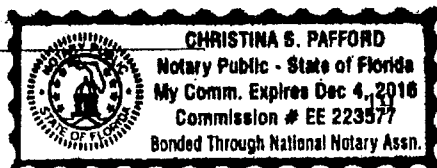
Signature of Affiant

STATE OF Florida)
COUNTY OF Duval)

Subscribed and sworn to before me this _____ day of _____, 20____, by Pat Partridge who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Christina S. Pafford
Notary Public

My commission expires:



RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment "A-1"

LETTER OF INTRODUCTION and INTEREST
(Attach or insert copy here)

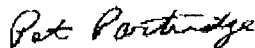
Partridge Well Drilling Company, Inc. (PWD) is located at 4744 Collins Rd., Jacksonville, Florida 32244 and the phone number is 904-2691333, fax number is 888-761-8201. PWD is a C Corporation. Principles are: Donal M Partridge, Jr. "Pat" is the President, Donal M Partridge, III "Merritt" is the Vice President and Linda P Alderson is the Secretary / Treasurer of the Company.

PWD is a one hundred and twenty one year old well drilling / pump installation firm established in 1892, located in Jacksonville, Florida. We are currently the fifth and sixth generation managing the Company. We are very interested in providing the services required in this RFP. PWD currently employs thirty five people, has and can operate up to eight drilling rigs at one time with long term and experienced drillers. The average length of employment at PWD for our drillers is over eighteen years. PWD also runs up to seven pump crews on a daily bases. We provide emergency service within 24 hours of request. Our pump technicians are also long term employees who have experience in the repair and replacement of pumps up to 200 horsepower. They have experience with centrifugal pumps, submersibles pumps and turbine pumps. They are trained and experienced in diagnosing well problems and the recommendations for rehabilitation or repairs. PWD Administrative Team is composed of eight staff members who have an average employment time of twenty seven years. PWD is interested in this RFP because the scope of work and type of services required is the type of service we have been providing for over one hundred and twenty years. PWD's physical location allows us to provide all services required with minimal travel time, and a close support team without the expense of per diem.

You will discover while reviewing our submittal, that PWD is a Company supported by an experienced staff which has been providing the services requested in this RFP.

The primary contact for this RFP is Pat Partridge whose email address is pat@pwndfl.com.

Sincerely,



Pat Partridge
President

RFQ 14-11 – Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

**Attachment “A-2”
LICENSE/CERTIFICATION LIST**

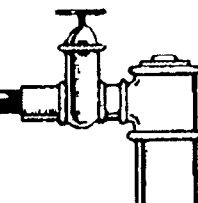
In the space below, list all current specified licenses and certifications and *attach a copy of each to this form.*

License Name	License #	Issuing Agency	Expiration Date
Donal M Partridge Jr	1927	SJRWMD	7/31/2015
Donal M Partridge III	1005	SJRWMD	7/31/2015
Russell Stevens	007895	State of Florida Depart. of Environmental Protection	4/30/2015
Donal M Partridge Jr	SR0890517	State of Florida Department Health (Septic Contractor)	9/30/2014
Donal M Partridge Jr	UNR-00000812	State of Mississippi Depart. of Environmental Quality	6/30/2014
Donal M Partridge Jr	409	State of Georgia Department of Natural Resources	6/30/2015

PARTRIDGE

WELL DRILLING CO., INC.

(904) 269-1333
Fax (904) 269-8747



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Donal M 'Pat' Partridge

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License 1927

Expires July 31, 2015

Carl Lanaber Jr.

DISTRICT CERTIFICATION OFFICER

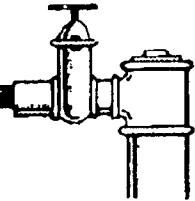
MEMBER OF FLORIDA AND NATIONAL GROUND WATER ASSN.

www.partridgewell.com

PARTRIDGE

WELL DRILLING CO., INC.

(904) 269-1333
Fax (904) 269-8747



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Donal Merritt Partridge III

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License 1005

Expires July 31, 2015

Carl Lanaberger Jr.

DISTRICT CERTIFICATION OFFICER

STATE OF FLORIDA
DEPARTMENT OF PROFESSIONAL REGULATION



This acknowledges that

RUSSELL B. STEVENS

has met the requirements of Chapter 468, Florida Statutes, and Chapter 17-602, Florida Administrative Code, and is licensed to perform the duties and responsibilities of a treatment plant operator.

TYPE: CLASS C DRINKING WATER
LICENSE NO: 007895
ISSUED: 03/31/94




Governor


Secretary of the Department

State of Florida
Department of Environmental Protection

ISSUED:

4/24/2013

LICENSE NO.: 0007895

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2015

RUSSELL B. STEVENS

RICK SCOTT

HERSCHEL T. VINYARD, JR

GOVERNOR

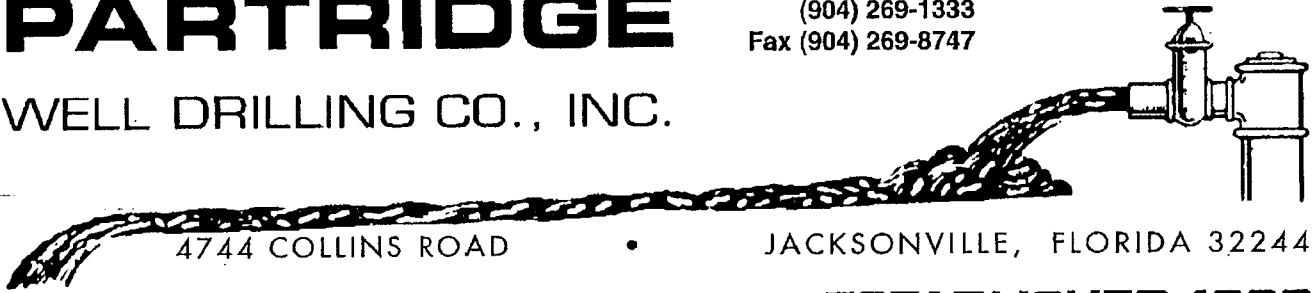
DISPLAY IS REQUIRED BY LAW

SECRETARY

PARTRIDGE

(904) 269-1333
Fax (904) 269-8747

WELL DRILLING CO., INC.



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892

Registered Septic Tank Contractor



DON (PAT) M PARTRIDGE
4744 COLLINS ROAD
JACKSONVILLE FL 32244-

PARTRIDGE WELL DRILLING
COMPANY, INC.

Business Authorization: SA0900383

SR0890517

Registration Expires on September 30, 2014

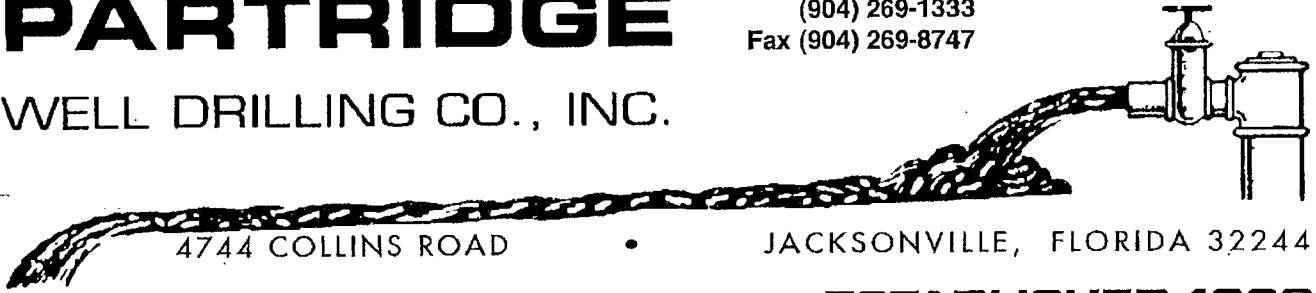
MEMBER OF FLORIDA AND NATIONAL GROUND WATER ASSN.

www.partridgewell.com

PARTRIDGE

(904) 269-1333
Fax (904) 269-8747

WELL DRILLING CO., INC.



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892

*State of Mississippi
Department of Environmental Quality
Office of Land and Water Resources*

Certificate of Licensure
Whereas

Donald M. Partridge, Jr.

having complied with the Laws of the State of Mississippi and the rules and regulations promulgated in accordance therewith, is therefore issued this License as a

Water Well Contractor

*Assigned No. LWR-00000812 for identification
This License is non-transferable and expires June 30th, 2014, unless sooner revoked or suspended by the licensing authority as prescribed by statute.*

Signed and Sealed this the 21st day of June, 2012.

Richard R. Ingram

*Richard R. Ingram, Director
Office of Land and Water Resources*



AL No. 00127

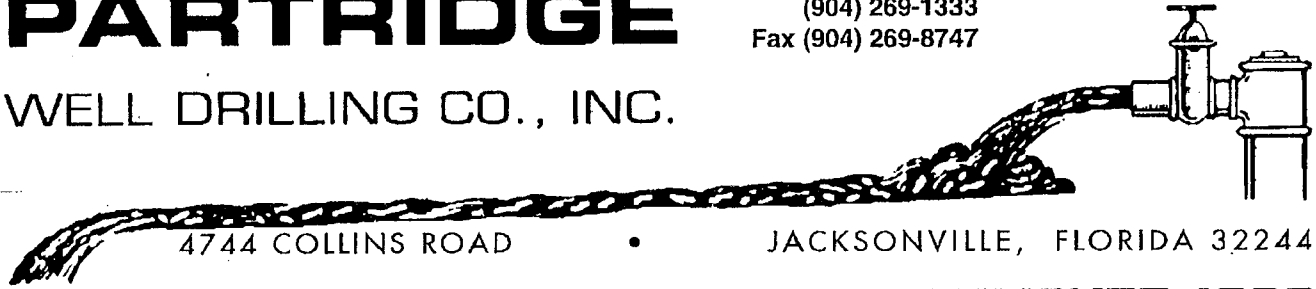
MEMBER OF FLORIDA AND NATIONAL GROUND WATER ASSN.

www.partridgewell.com

PARTRIDGE

(904) 269-1333
Fax (904) 269-8747

WELL DRILLING CO., INC.

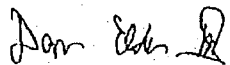


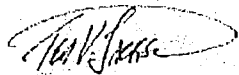
4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892

STATE OF GEORGIA
Department of Natural Resources
GEORGIA STATE BOARD OF REGISTRATION
FOR WATER WELL CONTRACTORS
License Identifier: GA 409 WD
Effective: 05/22/13 Expires: 06/30/2015
Donald M. Partridge Jr.
Partridge Well Drilling Co. Inc.
4744 Collins Road
Jacksonville, FL 32224


Chairman
Water Well Standards Advisory Council


Administrator
Environmental Protection Division

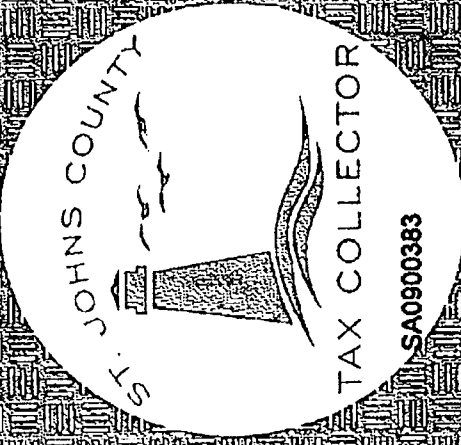
MEMBER OF FLORIDA AND NATIONAL GROUND WATER ASSN.

www.partridgewell.com

2013/2014 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT

40177

September 30, 2013



SEEKING PARKING INFORMATION

NO COUNTY

TYPE OF BUSINESS

7745 COLLINS RD

OUT OF AREA FL 32244

PARTRIDGE WELLS DRILLING COMPANY INC

PARTRIDGE WELLS DRILLING COMPANY INC

3744 COLLINS RD

JACKSONVILLE FL 32244

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

SA0900383

NEW BUSINESS

RAISED

COLLECTOR

ASSIGNED

PREVIOUS

COLLECTOR

JOY

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

12300

DENNIS W. ROLLINGSWORTH

ST. JOHNS COUNTY TAX COLLECTOR

RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

ATTACHMENT "A-3"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Partridge Well Drilling Company, Inc.

Pat Partridge / President

Printed Name & Title

Authorized Signature

Pat Partridge

10-9-13
Date

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment "B"
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

1. Name of Project: JEA Well Mitigation
Project Description: Modify, Replace or Repair Water Systems that were effected by drawdown produced by JEA's Well Field. We modified pump installations, Installed Submersible Pumps and in some cases drilled new wells. We provided 24/7 response.

Owner Name: Jacksonville Electric Authority
Contact Name, Title: A.Jay Patel pataj@jea.com
Phone # & Email Address: 904-665-6798
Dollar Value of Project: \$96,825.00
Completion Date of Project: 5/2009 - 2012

2. Name of Project: JEA - Greenland Rd
Project Description: Drilled (2) 30"x20" Floridan Aquifer Wells 700' deep. Installed 150 HP Turbine Pump, Supply Generator, Performed APT, Geophysical Logging & Videoing of Wells

Owner Name: Jacksonville Electrical Authority
Contact Name, Title: Brian Phillips
Phone # & Email Address: 904-665-7625 philbr@jea.com
Dollar Value of Project: \$290,300.00
Completion Date of Project: 8/6/2013

3. Name of Project: Cecil Field Commerce Center
Project Description: Removed Turbine Pump, Videoed Well, Recommended Repairs to Well. Repaired Turbine & Re-Installed.

Owner Name: Cecil Field
Contact Name, Title: Zarko Ognjenovic
Phone # & Email Address: 904-350-0098
Dollar Value of Project: \$2,112.00
Completion Date of Project: 9/1/2009

Attachment "B" con't

PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

4. Name of Project: NAS Jax - Building #127
Project Description: Pulled Turbine Pume, diagnosed well casing problems, repaired well re-installed turbine pump.

Owner Name: Department of the Navy
Contact Name, Title: Mike Maddox
Phone # & Email Address: 904-270-5643 mikem@japhill.com
Dollar Value of Project: \$6,400.00
Completion Date of Project: 6/21/12

5. Name of Project: Postmaster Village (Keystone Heights)
Project Description: Drilled (1) 30"x24"x18"x12" Floridan Aquifer Well ±900' deep, drilled (1) 6" Floridan Aquifer Well ±300' deep, drilled (1) 4" Intermediate Aquifer Well, drilled (2) 2" Surficial Monitor Wells, Geophysical Log & Video, Dynamic Performance Step Draw Down & APT

Owner Name: Clay County Utility Authority
Contact Name, Title: David Bolam dbolam@clayutility.org
Phone # & Email Address: 904-213-2408
Dollar Value of Project: \$783,496.00
Completion Date of Project: 12/2009

6. Name of Project: Adena Springs #21
Project Description: Drilled (2) Double Cased Floridan Aquifer Wells, Drilled (4) 6" Floridan Aquifer Monitor Wells, Drilled (4) Surficial Monitor Wells, Provided Step Draw Down & APT Tests, Geophysical Log & Video.

Owner Name: Adena Springs
Contact Name, Title: Matt Baker
Phone # & Email Address: 352-615-1401 mbakerdevelopment@yahoo.com
Dollar Value of Project: \$140,000.00
Completion Date of Project: 10/4/2012

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

7. Name of Project: NAS Mayport
Project Description: Pulled Turbine pumps from (3) Floridan Aquifer wells. Replaced bearings, shafts & bushings as needed

Owner Name: Department of the Navy
Contact Name, Title: Mike Maddox
Phone # & Email Address: 904-270-5643 mikem@laphill.com
Dollar Value of Project: \$16,400.00
Completion Date of Project: 9/22/11

8. Name of Project: Regency Square
Project Description: Removed Turbine pump from Floridan Aquifer well, diagnosed pump issues and installed new bowl assembly, bearings, head shaft & cone strainer.

Owner Name: Regency Utilities
Contact Name, Title: Larry Peterson
Phone # & Email Address: 904-353-5993 larryap18@gmail.com
Dollar Value of Project: \$12,085.00
Completion Date of Project: 11/1/11

9. Name of Project: E I Dupont de Nemours
Project Description: Drilled 10" x 6" Floridan Aquifer Well 700' deep, Installed 40 HP , 3 Phase Submersible Pump w/VFD

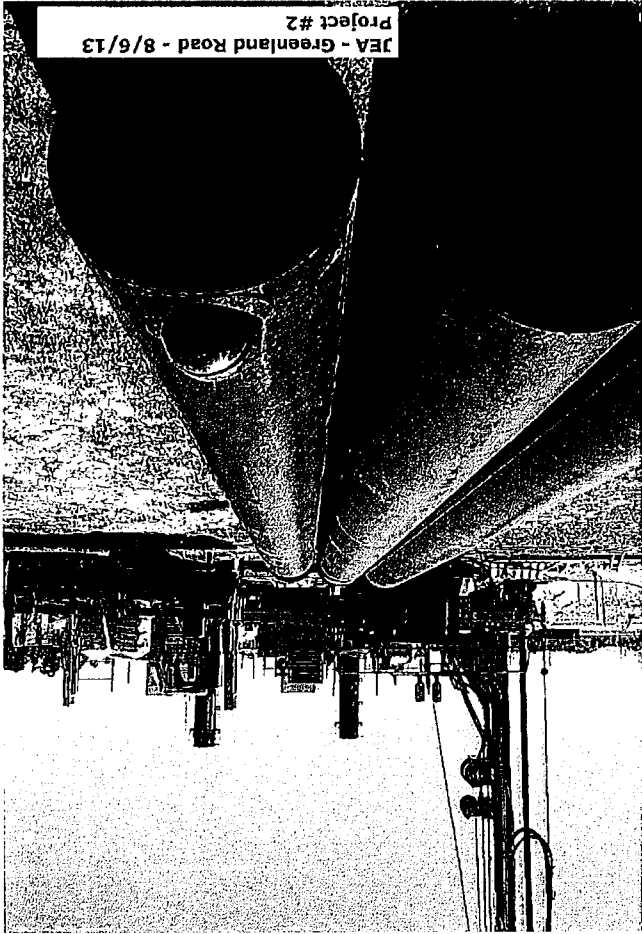
Owner Name: E I Dupont de Nemours
Contact Name, Title: Randall Peal
Phone # & Email Address: 904-964-1331 j.randall.peal@usa.dupont.com
Dollar Value of Project: \$79,747.00
Completion Date of Project: 7/6/2011

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

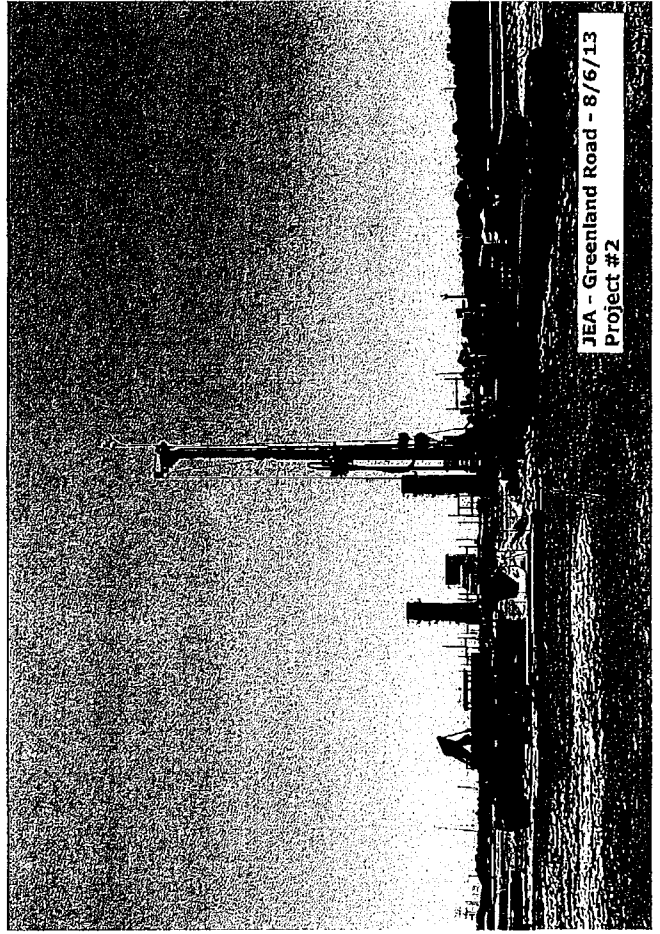
10. Name of Project: Okefenokee Wildlife Area
Project Description: Drilled 16"x10"x6" Floridan Aquifer well 700' deep, installed submersible pump, and performed step-draw-down test.

Owner Name: State of Georgia
Contact Name, Title: Joe Hope, PE
Phone # & Email Address: 850-962-2593 joe@hydraengineering.com
Dollar Value of Project: \$93,500.00
Completion Date of Project: 8/20/13

NOTE: Photos can be attached but should be clearly marked with Project Name & Date



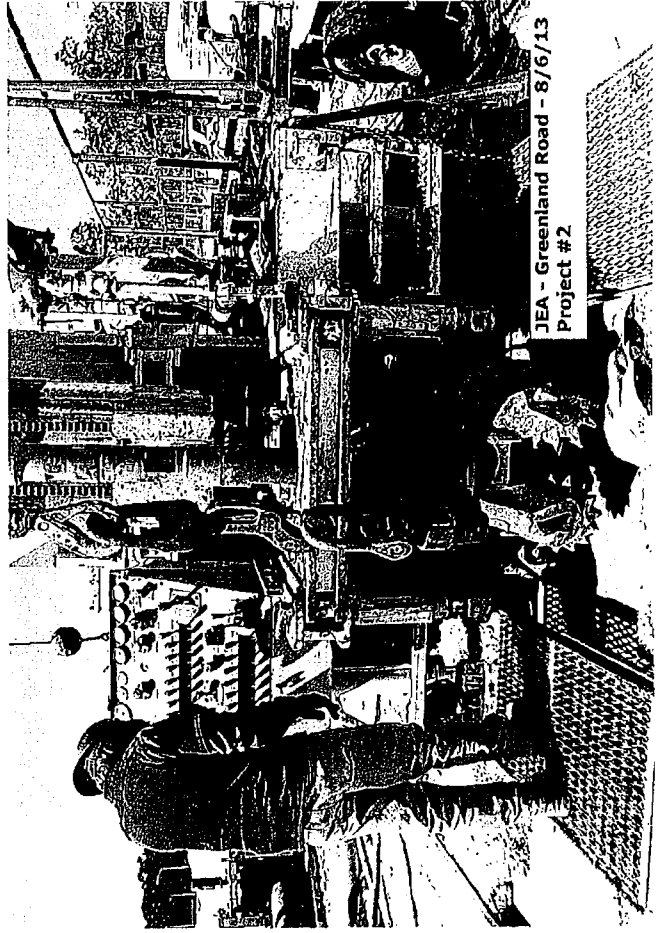
JEA - Greenland Road - 8/6/13
Project #2



JEA - Greenland Road - 8/6/13
Project #2



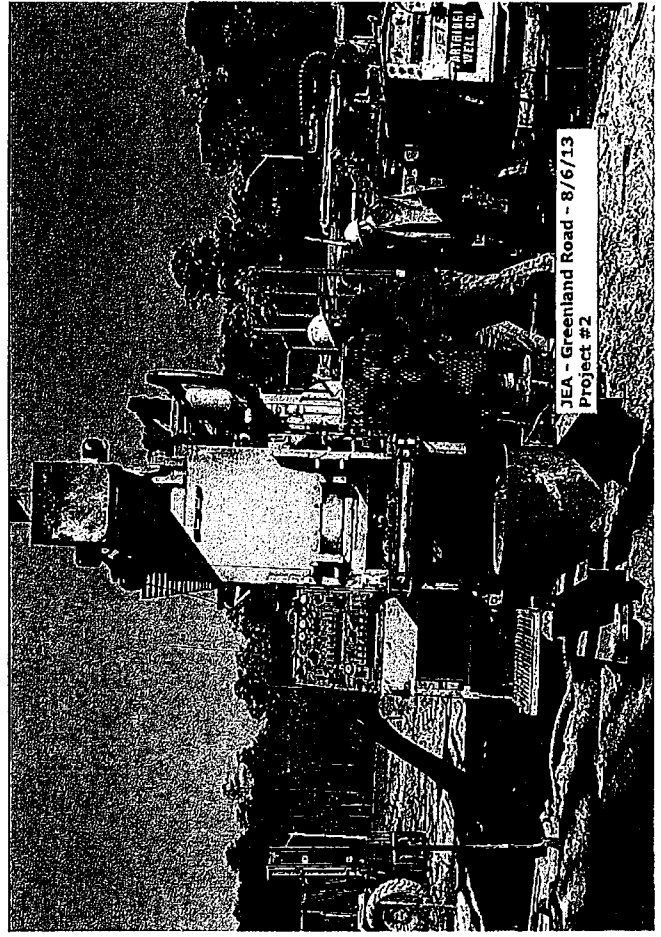
JEA - Greenland Road - 8/6/13
Project #2



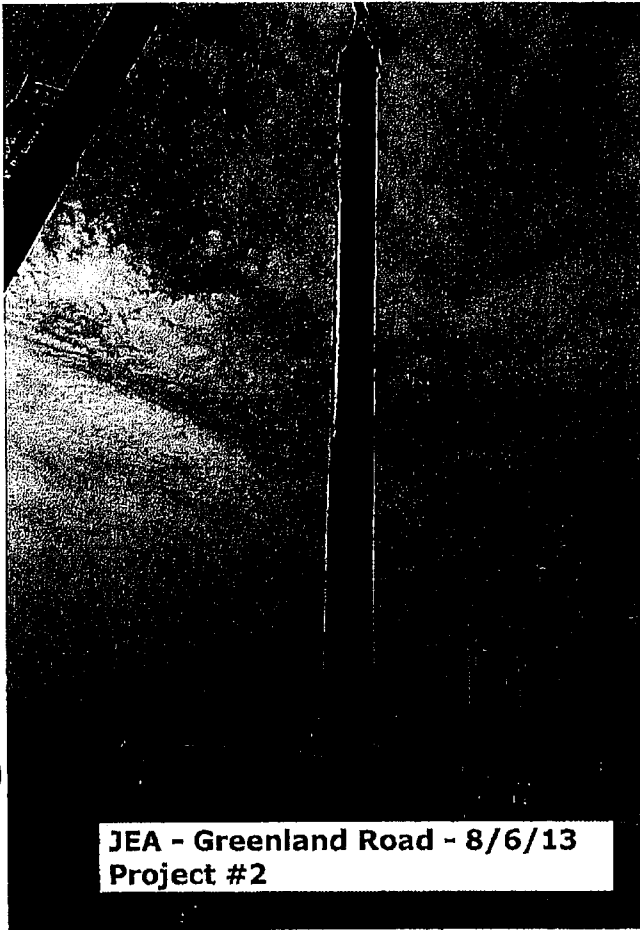
JEA - Greenland Road - 8/6/13
Project #2



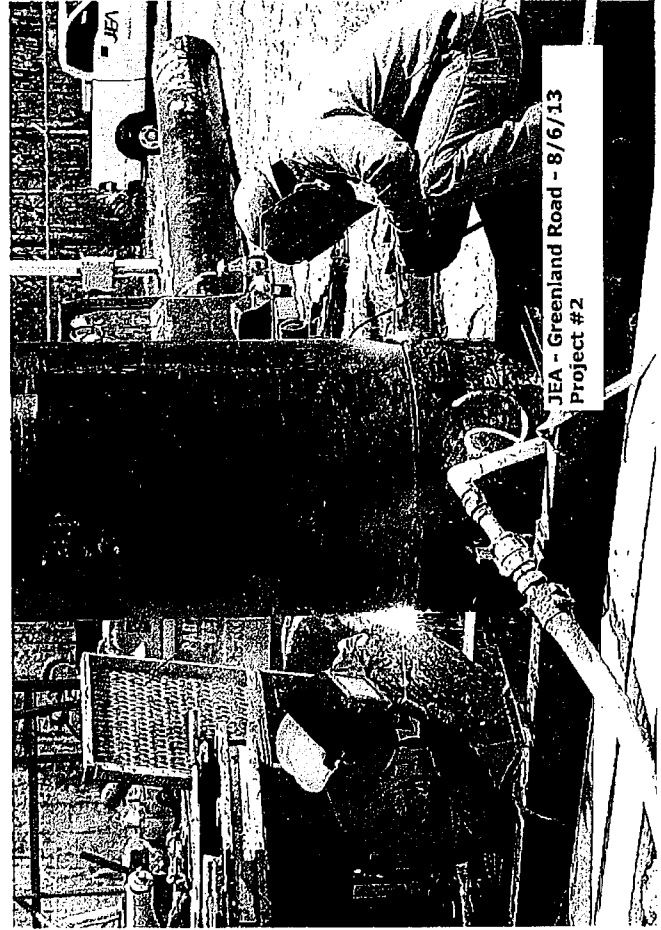
JEA - Greenland Road - 8/6/13
Project #2



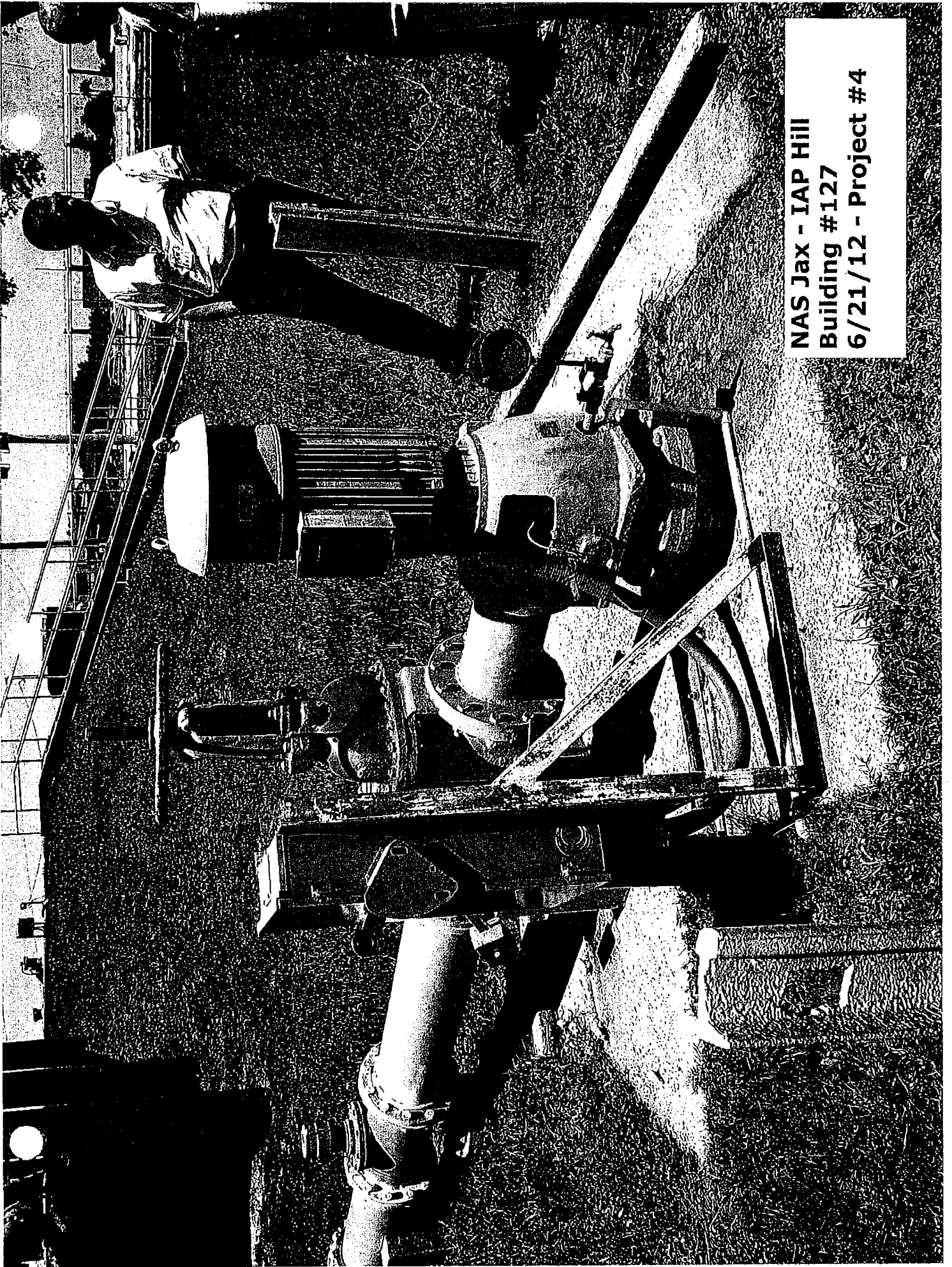
JEA - Greenland Road - 8/6/13
Project #2



JEA - Greenland Road - 8/6/13
Project #2



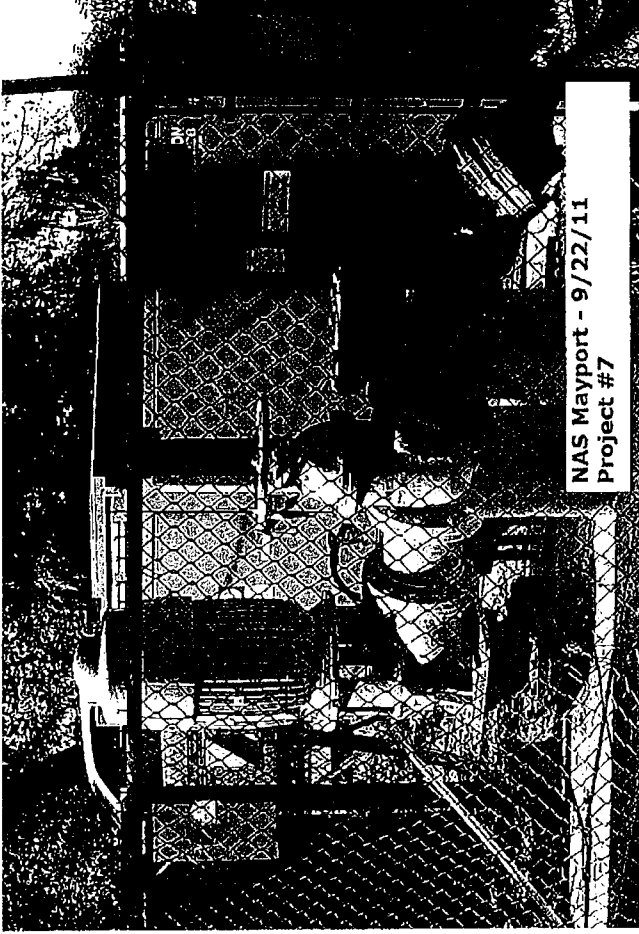
JEA - Greenland Road - 8/6/13
Project #2



NAS Jax - IAP Hill
Building #127
6/21/12 - Project #4



Adena Springs 10/4/12
PROJECT #6



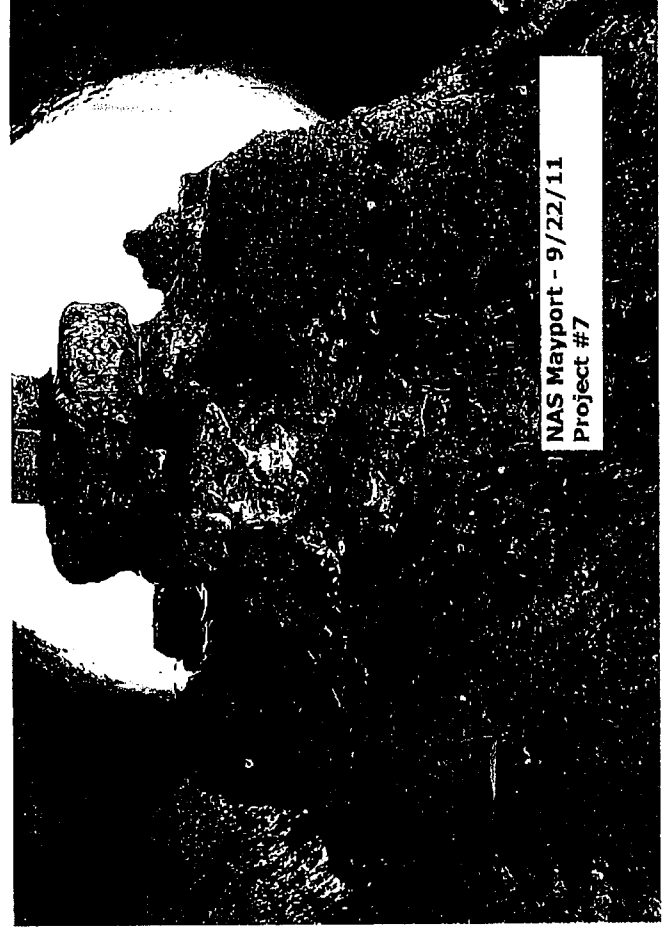
NAS Mayport - 9/22/11
Project #7



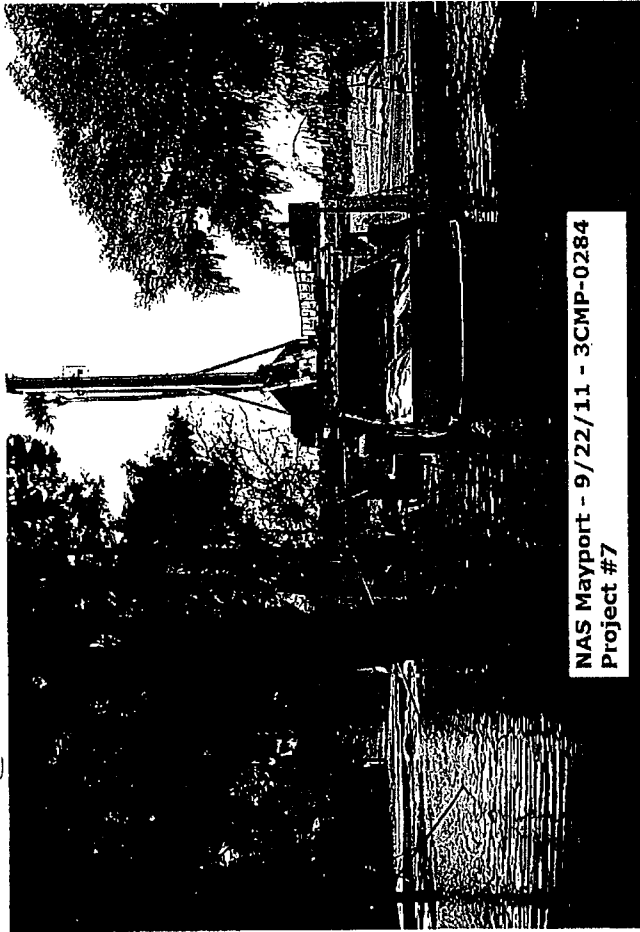
NAS Mayport - 9/22/11
Project #7



NAS Mayport - 9/22/11
Project #7



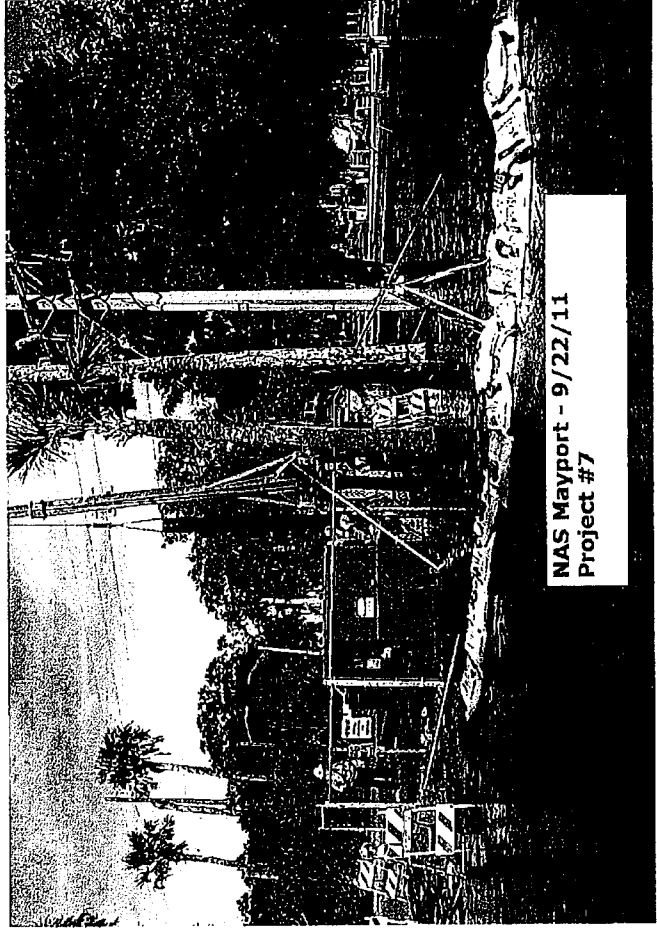
NAS Mayport - 9/22/11
Project #7



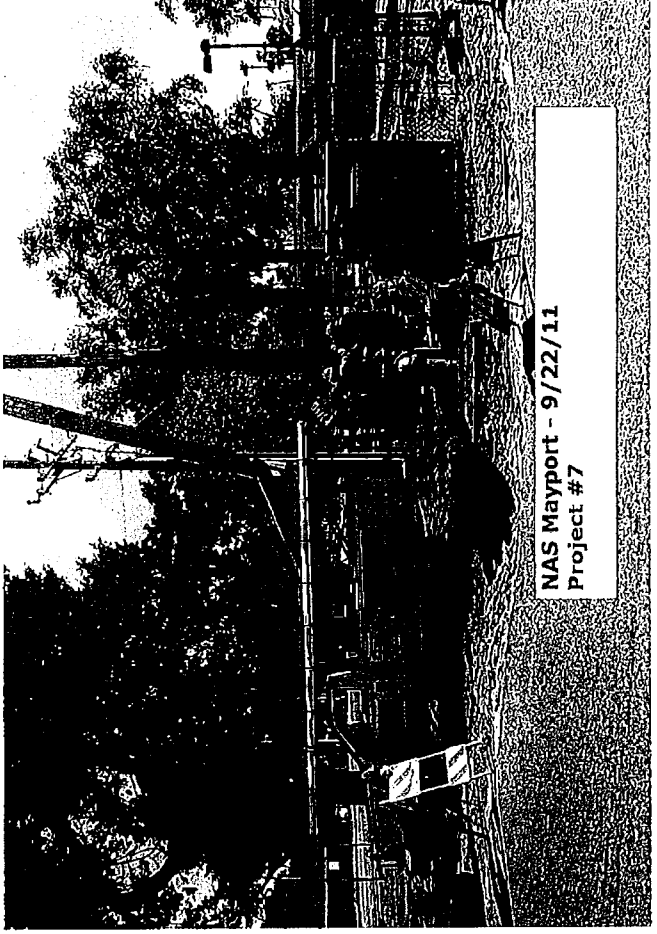
NAS Mayport - 9/22/11 - 3CMP-0284
Project #7



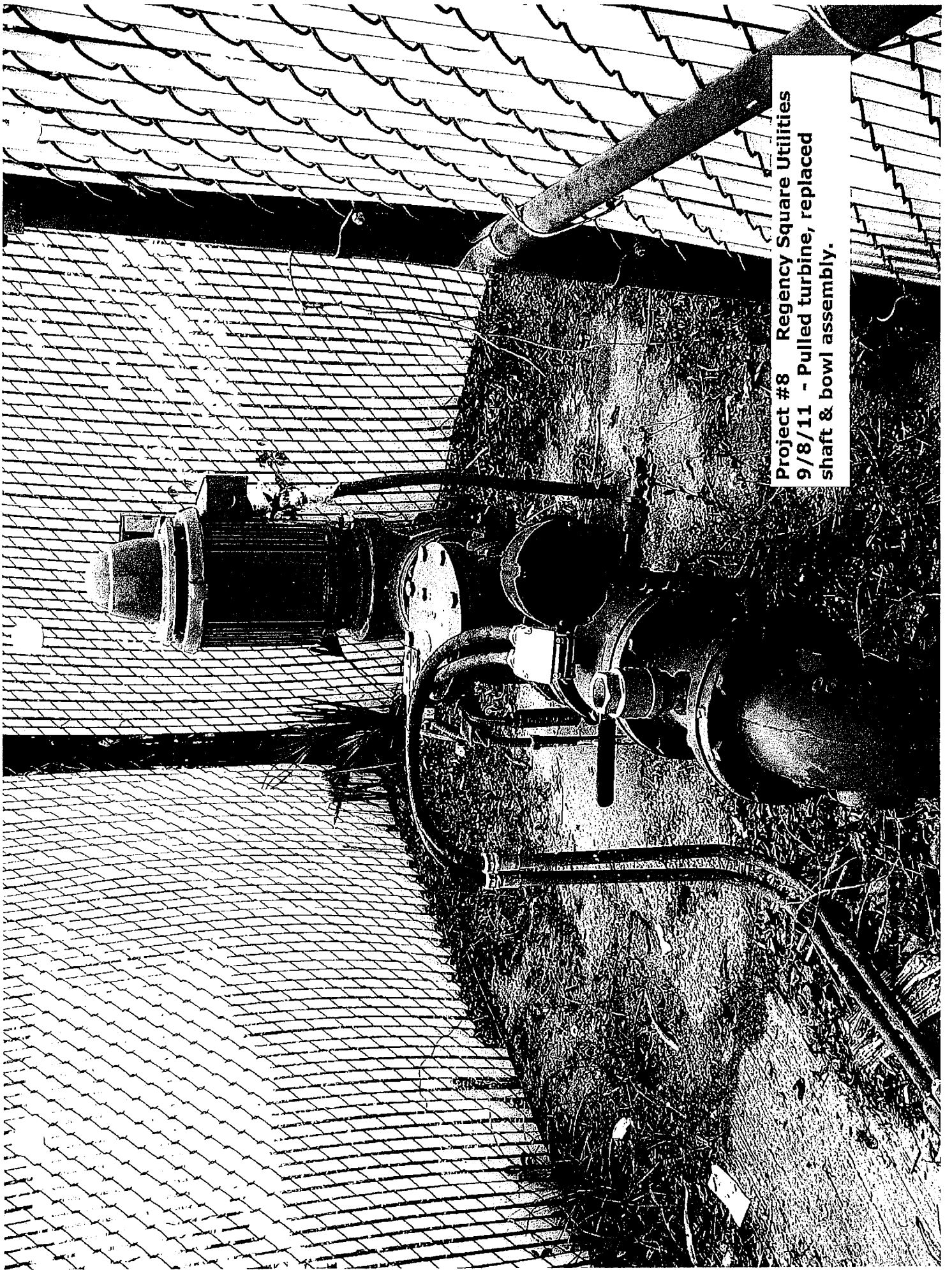
NAS Mayport - 9/22/11
Project #7



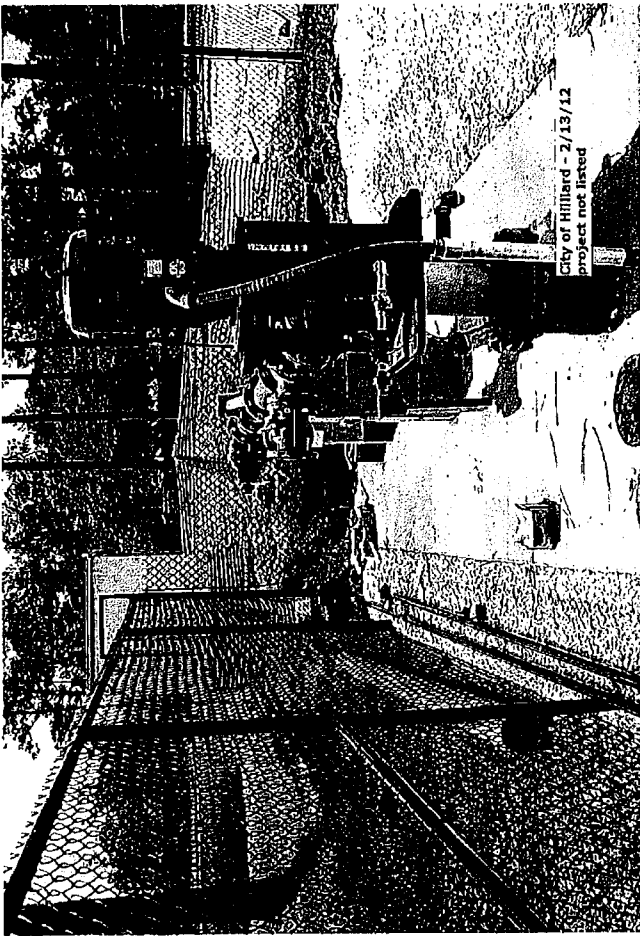
NAS Mayport - 9/22/11
Project #7



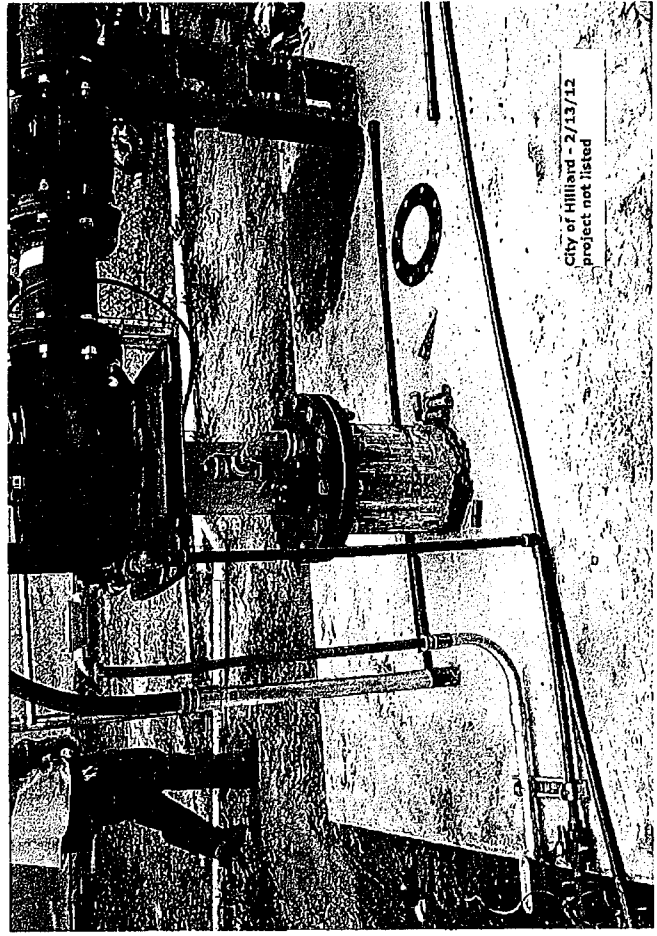
NAS Mayport - 9/22/11
Project #7



**Project #8 Regency Square Utilities
9/8/11 - Pulled turbine, replaced
shaft & bowl assembly.**



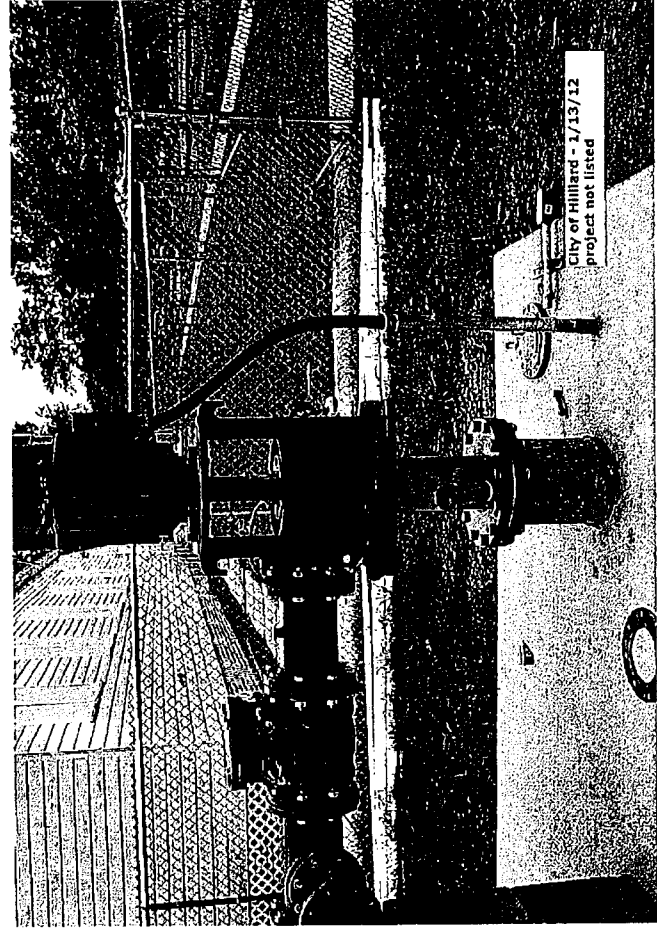
City of Hilliard - 2/13/12
project not listed



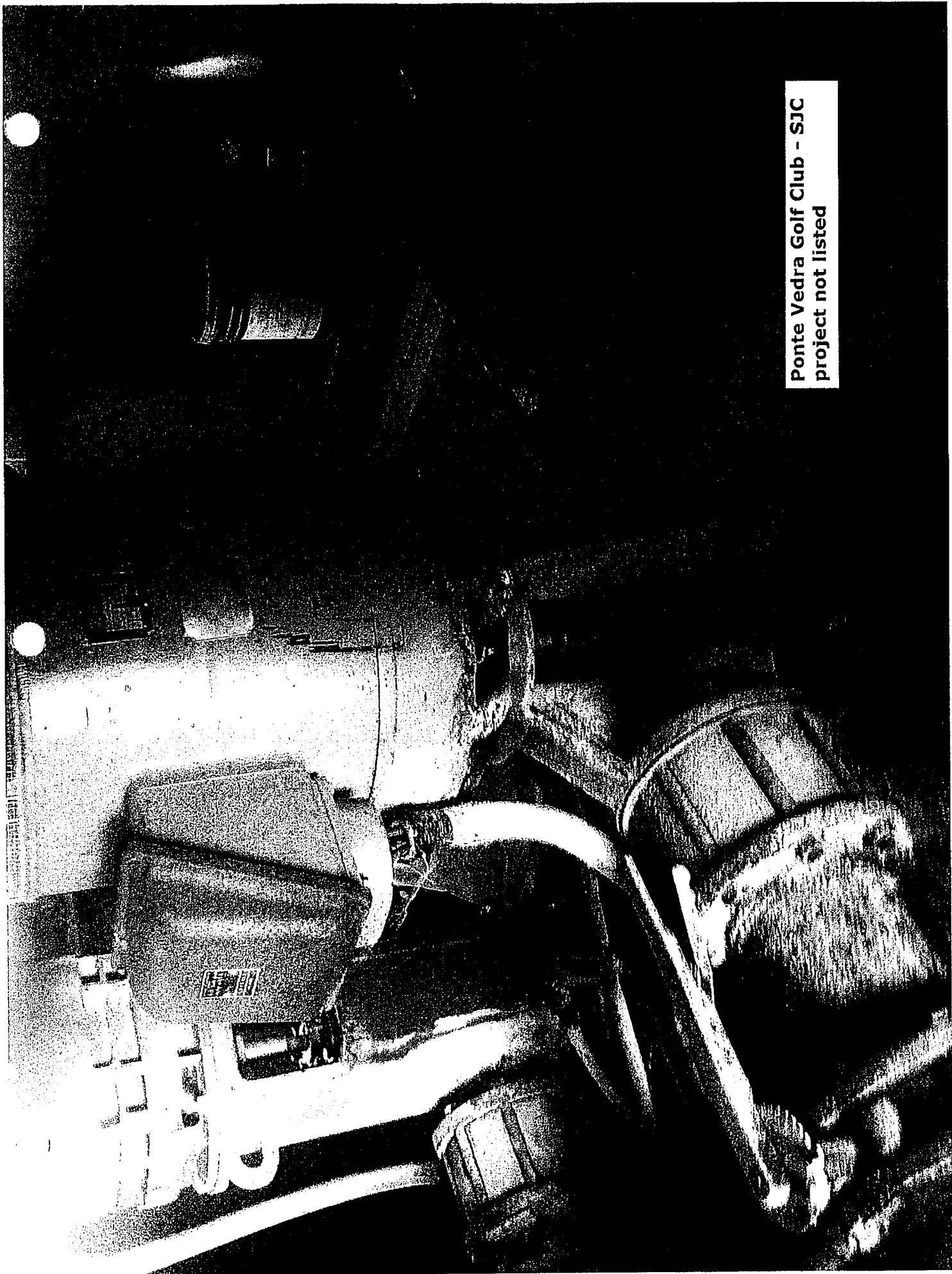
City of Hilliard - 2/13/12
project not listed



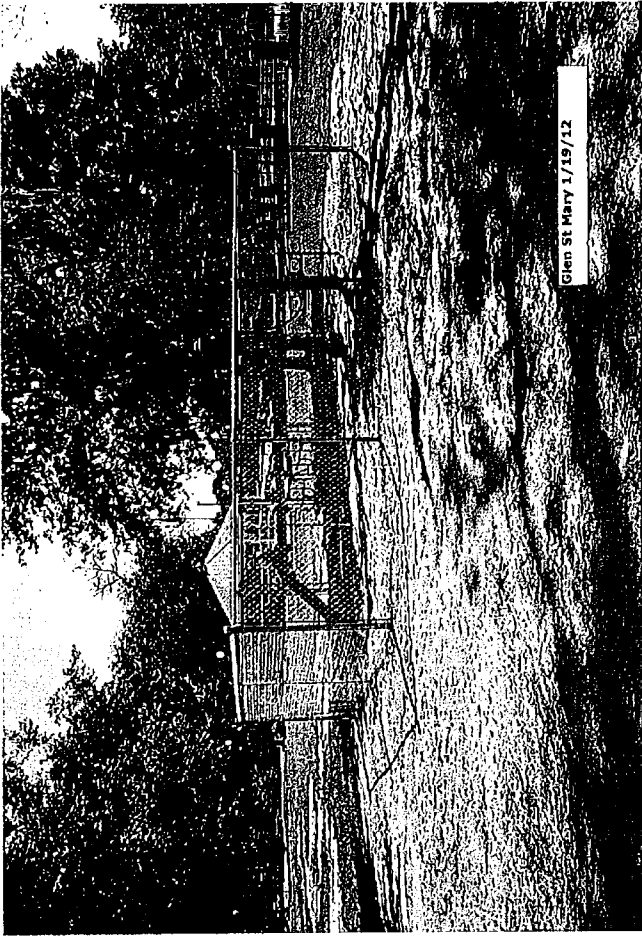
City of Hilliard - New Turbine Installation - 2/13/12
Project not listed



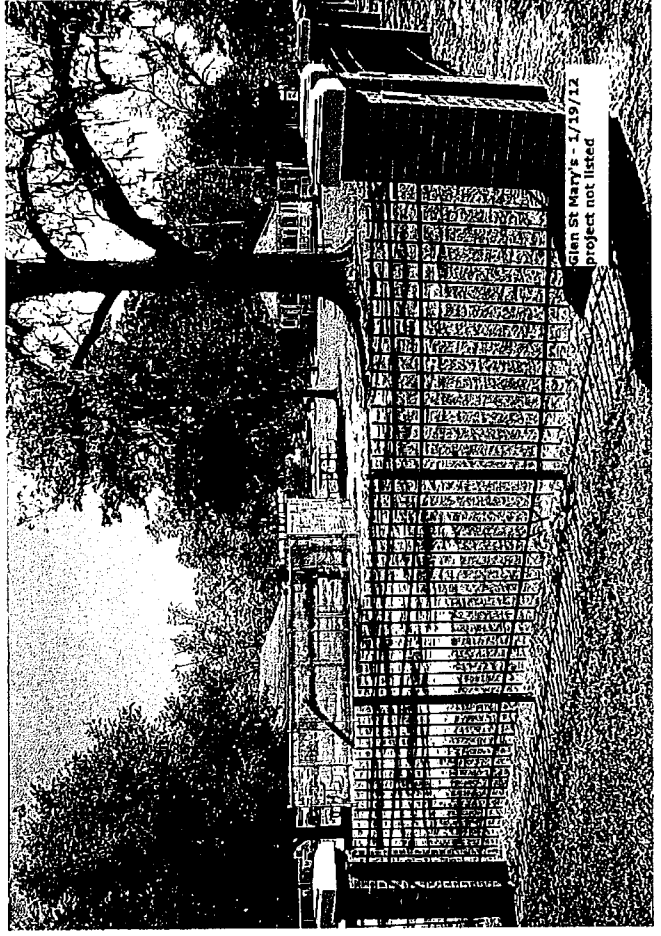
City of Hilliard - 1/13/12
project not listed



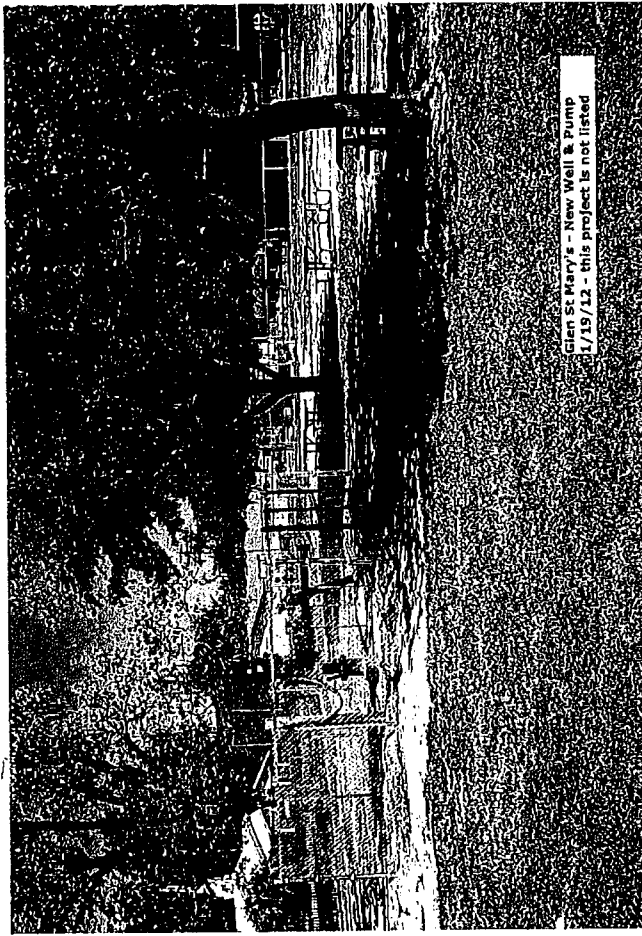
Ponte Vedra Golf Club - SJC
project not listed



Glen St Mary 1/19/12



Glen St Mary 8 - 1/19/12
project not listed



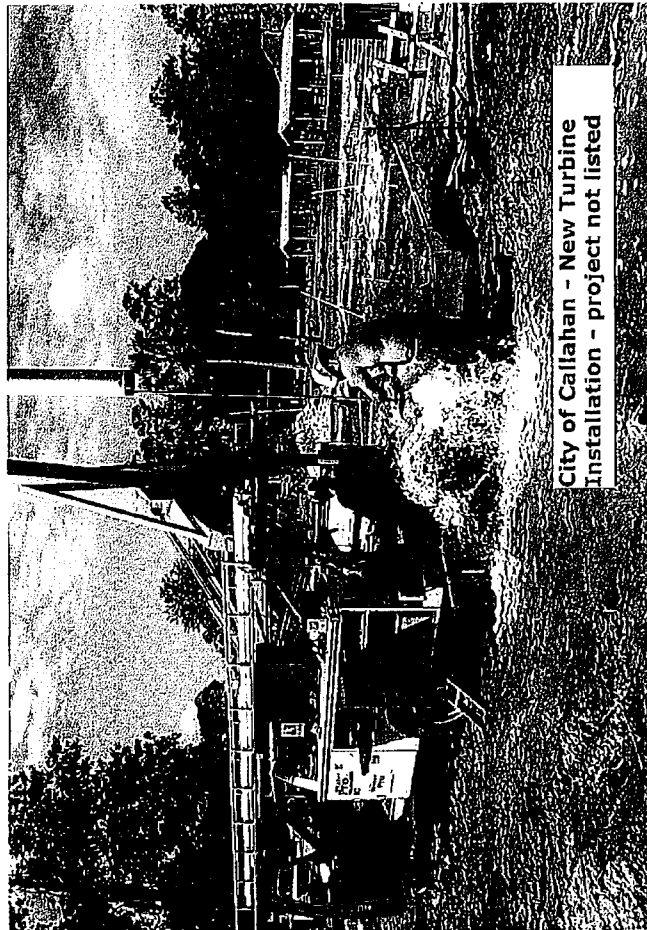
Glen St Mary's - New Well & Pump
1/19/12 - this project is not listed



Glen St Mary 1/19/12



City of Callahan - New Turbine
Installation - project not listed



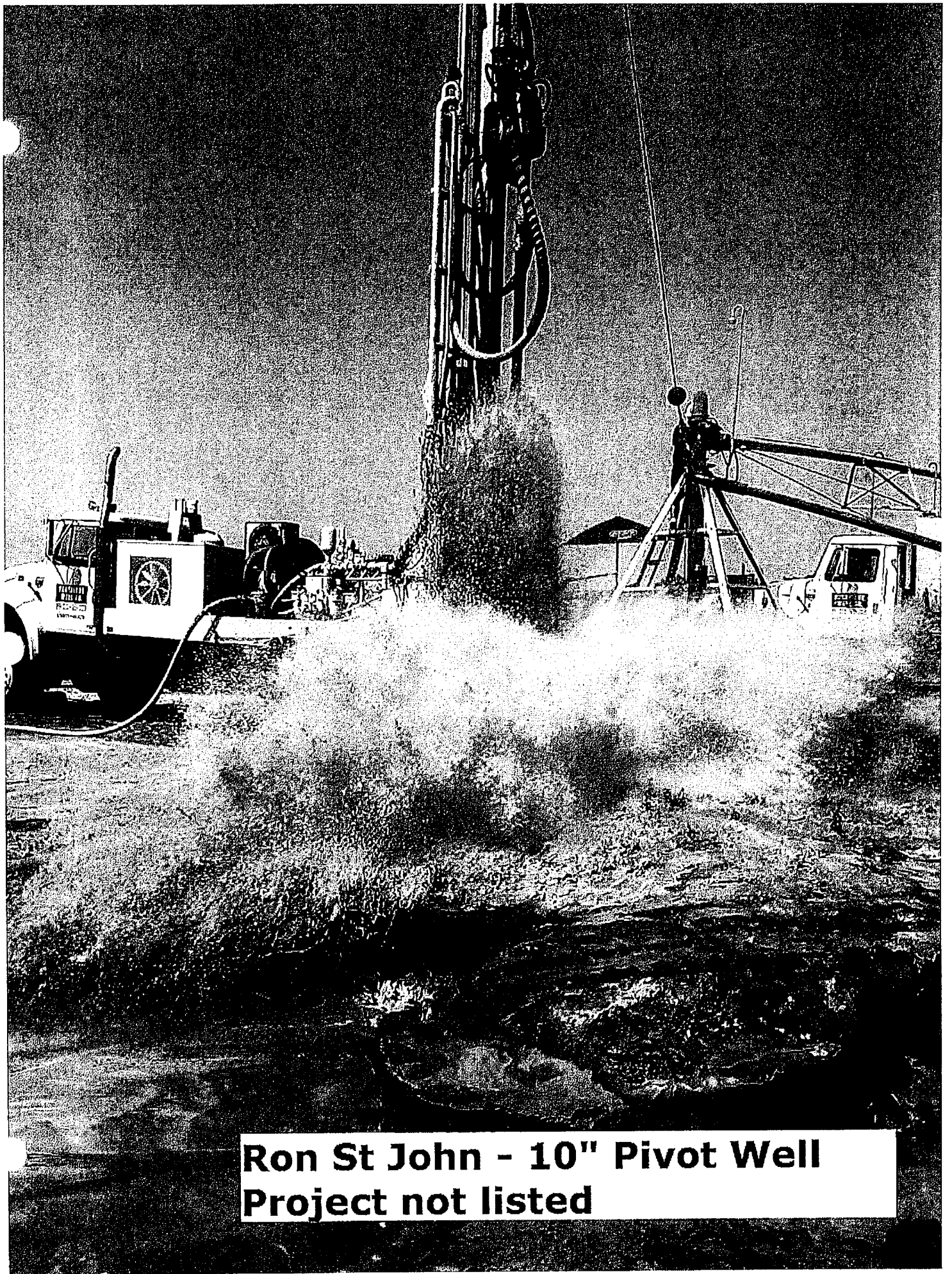
City of Callahan - New Turbine
Installation - project not listed



City of Callahan - New Turbine
Installation - 4/8/11 - Project not
listed



City of Callahan - New Turbine
Installation - project not listed



**Ron St John - 10" Pivot Well
Project not listed**

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment "C"

PREVIOUS PROJECT EXPERIENCE (St. Johns Co Board of County Commissioners)

1. Name of Project: Bartram Oaks

Project Description: 1. Installed temporary pump & generator, ran step draw down test on existing well.
2. Drilled new 10"x5" Floridan Aquifer well, abandoned existing 4" Floridan Aquifer well

Owner Name: St Johns County Utility Department

Contact Name, Title: Barry Stuart

Phone # & Email Address: 904-209-2700 bstuart@sjcfl.us

Dollar Value of Project: \$88,258.00

Completion Date of Project: 12/11/2012

2. Name of Project: TR-42

Project Description: Removed turbine pump & motor, diagnosed & reported well & pump defects
leading to seal failures, replaced seal, tested pump & certified proper operation

Owner Name: St. Johns County Utility Department

Contact Name, Title: Larry Miller

Phone # & Email Address: 904-209-2700 lmiller@sjcfl.us

Dollar Value of Project: \$10,900.00

Completion Date of Project: 5/9/12

3. Name of Project: TR-41 & TR-42

Project Description: Back plugged TR-42 from 440' - 395', removed Turbine pump, installed 14"
schedule 80 liner w/basket and grouted into place, redeveloped well. Repaired and re-installed Turbine.
Abandoned 18" TR-41 with 496 sacks of grout.

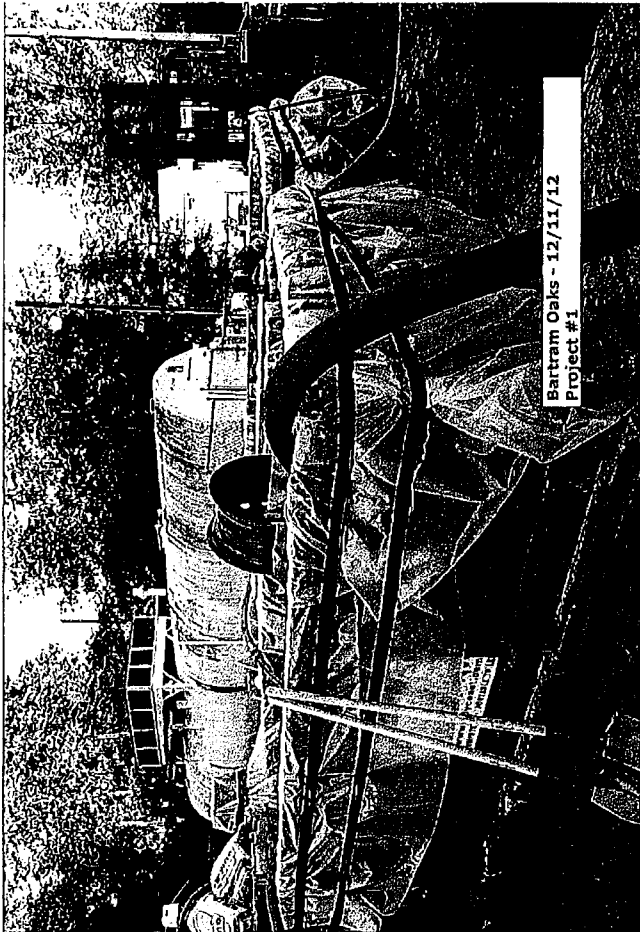
Owner Name: St. Johns County Utility Department

Contact Name, Title: Scott Trigg

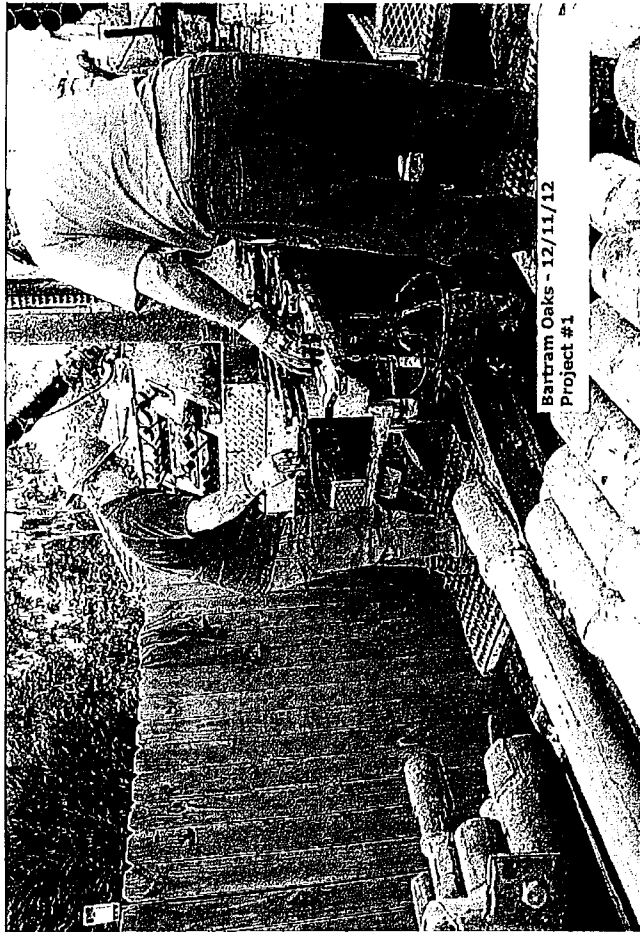
Phone # & Email Address: 904-209-2700 strigg@sjcfl.us

Dollar Value of Project: \$296,710.00

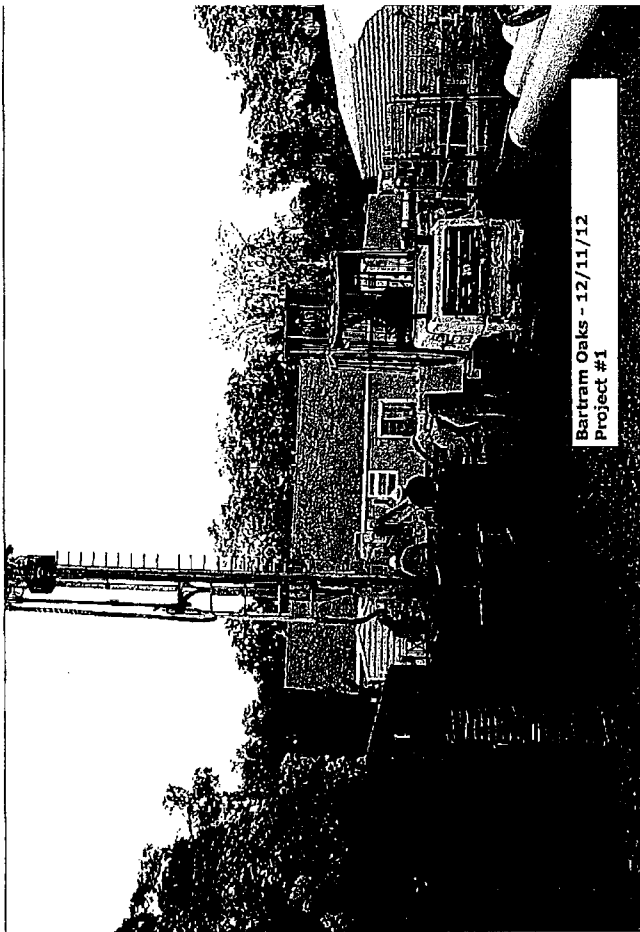
Completion Date of Project: 10/7/2010



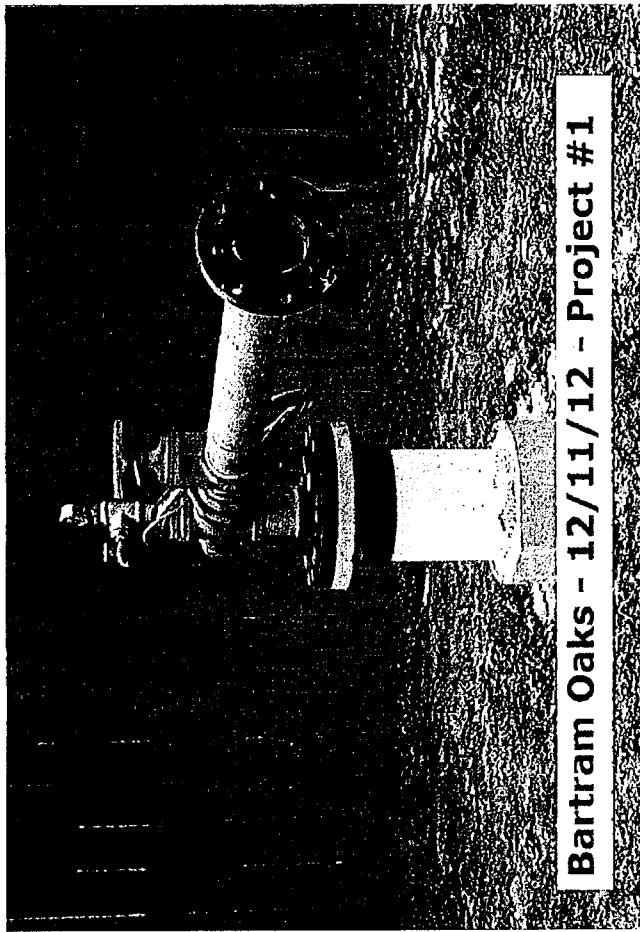
Bartram Oaks - 12/11/12
Project #1



Bartram Oaks - 12/11/12
Project #1



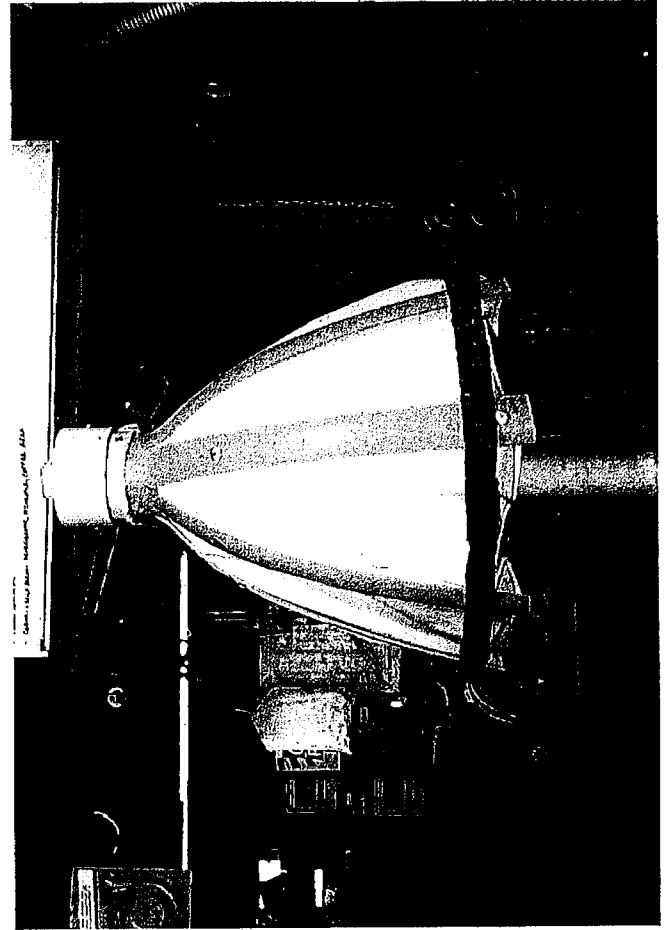
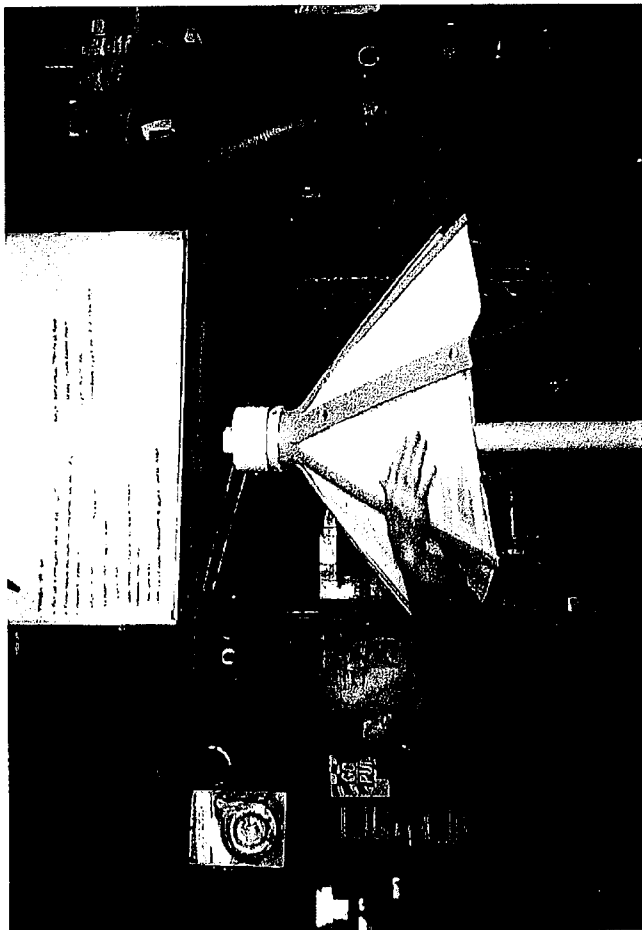
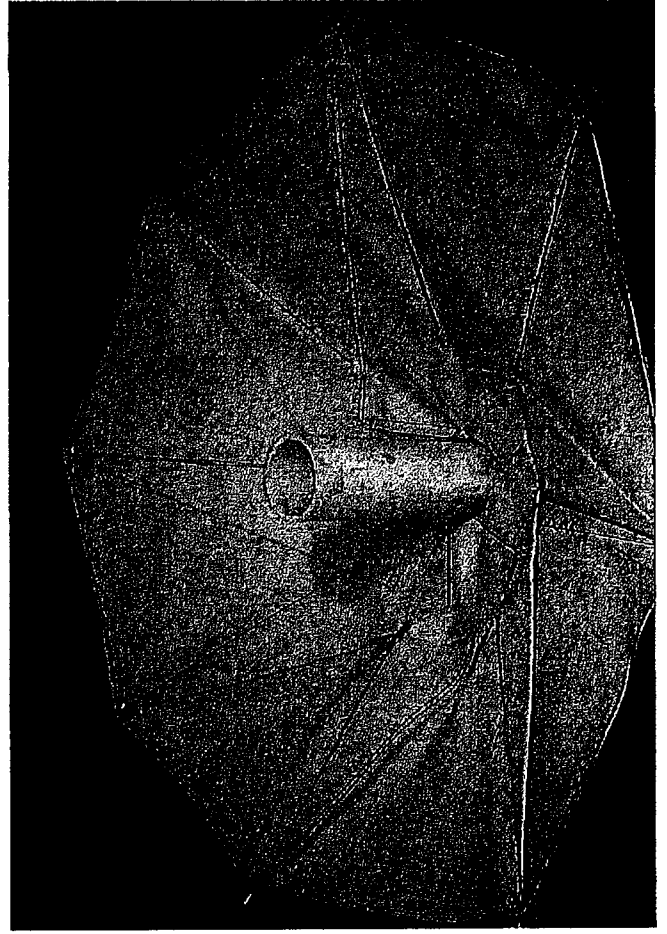
Bartram Oaks - 12/11/12
Project #1

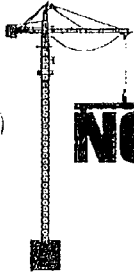


Bartram Oaks - 12/11/12 - Project #1



TR-42 Project #2





NCI

NIELSON, MOSHOLDER & ASSOCIATES

October 10, 2013

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

St. Johns County
Board of County Commissioners
500 San Sebastian Way
St. Augustine, FL 32084

RFQ No: 14-11, Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Re: Partridge Well Drilling Company, Inc., Jacksonville, Florida

To Whom It May Concern:

This letter is to serve as a general Statement of Bondability for **Partridge Well Drilling Company, Inc.** Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds.

Partridge Well Drilling Company, Inc., has a bonding capacity on single projects of \$1,500,000. and total aggregate capacity of \$3,000,000.

They are currently bonded through International Fidelity Insurance Company. The Surety Company has an AM Best Rating of A- VIII.

Partridge Well Drilling Company, Inc., is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Laura D. Mosholder, AFSB, CIC, CISR
Surety Bond Specialist

4380 St. Johns Parkway
Suite 110
Sanford, FL 32771
P: 407.330.3990
F: 407.330.3949
www.nielsonbonds.com

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment “D-2”

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

See Attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750		CONTACT NAME: Pat DiPietro PHONE (A/C No. Ext): 407-831-3832 ext100 E-MAIL ADDRESS: pat@blackadar.com FAX (A/C No.): 407-830-4681															
INSURED Partridge Well Drilling Co., Inc. 4744 Collins Rd. Jacksonville FL 32244-9507		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Fire & Casualty Company</td> <td>13021</td> </tr> <tr> <td>INSURER B : FFVA Mutual Insurance Company</td> <td>10385</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty Company	13021	INSURER B : FFVA Mutual Insurance Company	10385	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : United Fire & Casualty Company	13021																
INSURER B : FFVA Mutual Insurance Company	10385																
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:** 946650368**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		80432706	8/1/2013	8/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		80432708	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		80432706	8/1/2013	8/1/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC84000194882013A	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Equipment Installation Floater		80432706	8/1/2013	8/1/2014	Leased/Rented Limit \$100,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured and Blanket Waiver of Subrogation applies; with regard to General Liability and Business Auto when required by written contract. Waiver of Subrogation applies to Workers' Compensation when required by written contract.
 re: RFQ # 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept)

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County A Political Subdivision of the State of Florida 500 San Sebastian View St. Augustine FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment "D-3"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit the attached)

None

Claims/Litigations

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue _____ Name (s) of the attorneys representing all parties

Amount actually recovered, if any _____

Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past five (5) years- pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

None

Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No √ If yes, please explain in detail:

For all claims filed against your company within the past five(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?
N/A

List the status of all pending claims currently filed against your company:

None

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____
- If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

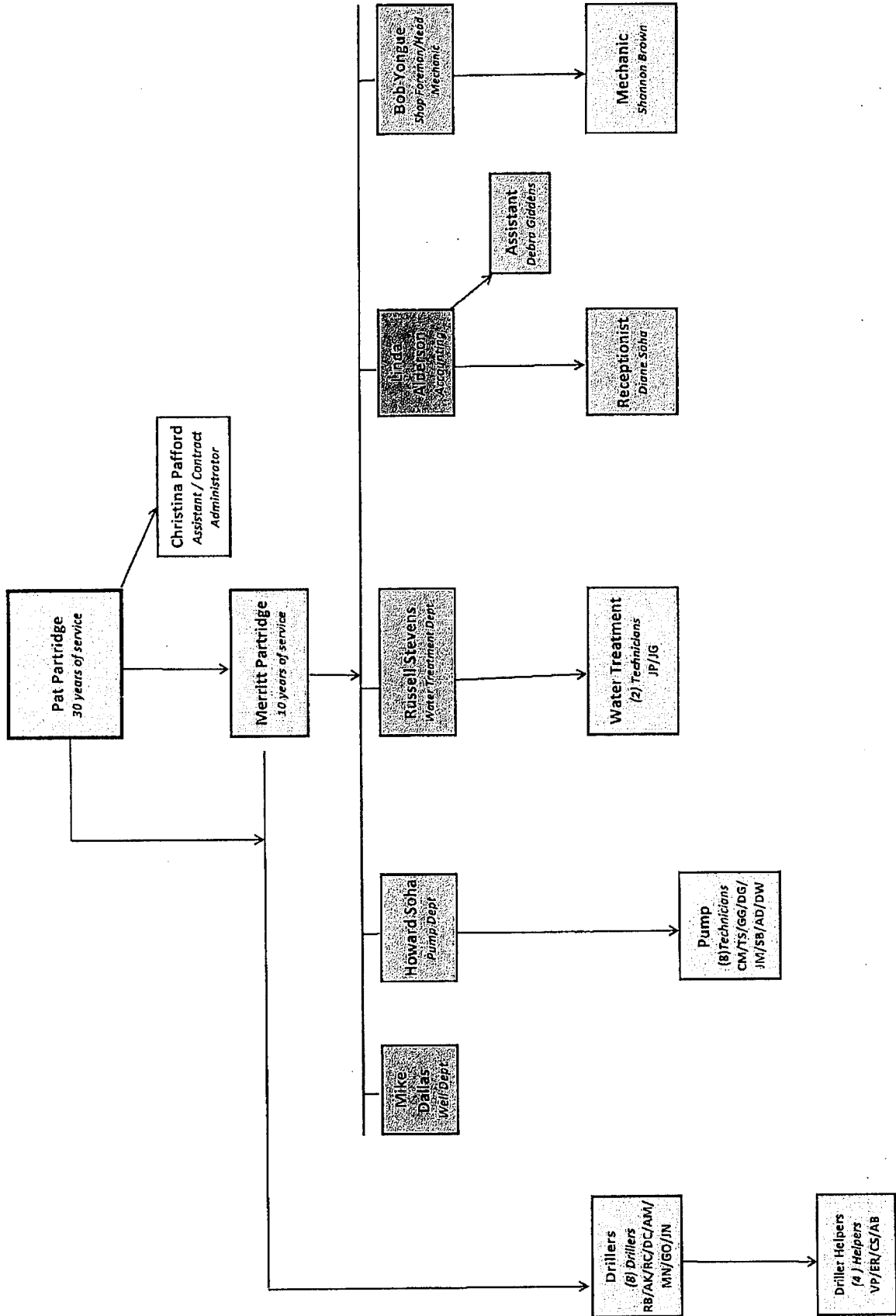
Company Name: Partridge Well Drilling Company, Inc.

Attachment “E-1”

COMPANY ORGANIZATION CHART
(Attach or insert copy here)

See Attached

PARTRIDGE WELL DRILLING COMPANY, INC.



RFQ 14-11 -- Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment "E-2"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs Experience
Pat Partridge	President	36	36
Merritt Partridge	Vice President	10	10
Howard Soha	Vice President Pump Division	40	40
Greg Giddens	Senior Pump Tech	29	29
Tyler Schellpeper	Head Pump Tech	14	14
Jonathan Meeks	Pump Tech	9	9
Cameron Mullis	Pump Tech	2	2
Randy Baker	Well Driller	26	26
David Coulter	Well Driller	18	18
Alan Kelly	Well Driller	21	21
Allen Moore	Well Driller	12	15
John Nemeskery	Well Driller Helper	29	29
Mike Nicholson	Well Driller	21	21
Gary Oakes	Well Driller	18	18
Jackie Padgett	Well Driller	9	9
Victor Ponkratov	Well Driller Helper	1	1
Earl Reichelt	Well Driller Helper	30	30
Chuck Schmidt	Well Driller	5	5
Richard Canipe	Well Driller	6	6

RESUME

POSITION	TITLE
----------	-------

PRESIDENT

- a. Name: Donal M. "Pat" Partridge, Jr.

- b. Education/Qualifications: OSHA 29CFR 1910.120 certified. Oversee all projects Partridge Well Drilling Company is responsible for. Experienced in working with consultants /engineers with the designing and procedures for proper well construction. Have experience providing input from different prospective. Have been involved in scheduling, mobilization and demobilization of equipment. Have been involved along with engineers/consultants in providing solutions from problems that inevitably arise while drilling on environmental projects. Licensed in Florida & Georgia as a well drilling contractor. I am the fifth generation well drilling contractor.

- c. Present Position: President of Partridge Well Drilling Company

- d. Relevant Experience: Involved in all phases of providing drilling services.

- e. Employment History: 1977 to present Partridge Well Drilling Company, Inc.

- f. President of the Florida Ground Water Association - 2006, 2007 & 2008, 2009, 2010 & 2011

RESUME

POSITION	TITLE
----------	-------

Well Driller

Environmental Driller

- a. Name: Eric "Randy" Baker
- b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher
- c. Present Position in Company: Environmental Driller for Partridge Well Drilling.
- d. Relevant Experience: The majority of his drilling experience has been with a rotary rig. He has operated mostly Failing and Speedstar rigs. He has drilled wells from 2 inch in diameter up to 16 inches in diameter. He has drilled wells up to +1000 feet deep. In 1992 he completed 35 mud/rotary monitor wells in Albany, Georgia. These wells are double cased and vary in depth from 60 feet to 180 feet deep. In 2012 he drilled Production Wells up to 12 inches in diameter for Pivot systems in the Ft. McCoy area.
- e. Employment History: October 1987 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION	TITLE
----------	-------

Driller

Environmental Driller

- a. Name: Richard Canipe

- b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher, API Safe Work, Defensive Driving

- c. Present Position with Company: Well Driller - Environmental Department

- d. Employment History: May 18, 2006 to present Partridge Well - Began working on environmental projects as a helper and has moved up to being an operator of an environmental rig. He has experience in several different types of monitor well construction.

RESUME

POSITION	TITLE
----------	-------

Pump Department Manager
Company Procurement Officer

a. Name: Greg Giddens

Education/Qualifications: Designs, specifies and buys all types of pumps and ancillary equipment for the pump department. Trains pump department technicians and over-sees installations of pumping equipment and a certified representative for several pump companies.

b. Present Position: Vice Pump Department Manager and Company Procurement Officer

Relevant Experience: Field technician for twenty years and support person for the pump department after that.

c. Employment History: 1984 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION	TITLE
----------	-------

Well Driller

Environmental Driller

- a. Name: Alan Kelly
- b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher, API Safe Work, Defensive Driving
- c. Present Position in Company: Environmental Driller for Partridge Well Drilling.
- d. Relevant Experience: Mr. Kelly was a driller on (2) environmental contracts at the Marine Corps Logistics Base (MCLB) in Albany, Georgia. These two contracts equaled approximately 1 million dollars and took two years to complete. The MCLB job was started in 1992. Mr. Kelly was helped to drill 35 mud/rotary monitor wells at the Marine Corps Logistic Base in Albany, Georgia. These wells are double cased and vary in depth from 60 feet to 180 feet deep. The majority of his drilling experience has been with a rotary and auger rigs. He has drilled wells from 2 inch in diameter up to 16 inches in diameter. He has drilled wells up to +1000 feet deep. In 2012 he drilled Production Wells up to 12 inches in diameter for Pivot systems in the Fort McCoy area.
- e. Employment History: December 30, 1992 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION	TITLE
----------	-------

Well Driller

Environmental Driller

- a. Name: John Nemaskery
- b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher, API Safe Work, Defensive Driving
- c. Present Position in Company: Well Driller - Water Well Department & Environmental Department
- d. Relevant Experience: Drilling Rig Operator. The majority of his drilling experience has been with rotary and augering rigs. He has operated mostly Failing and Speedstar rigs. He has drilled wells from 2 inch in diameter to 6 inches in diameter. He has drilled wells up to 600 feet deep. He has experience in several different types of monitor well construction.
- e. Employment History: April 1984 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION	TITLE
Supervisor	Environmental Service Supervisor

- a. Name: Michael Nicholson
- b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher, API Safe Work, Defensive Driving,
- c. Present Position in Company: Environmental Service Supervisor for Partridge Well Drilling.
- d. Relevant Experience: Mr. Nicholson was foreman for (2) environmental contracts at the Marine Corps Logistics Base (MCLB) in Albany, Georgia. These two contracts equaled approximately 1 million dollars and took two years to complete. The MCLB job was started in 1992. Mr. Nicholson was responsible for the work performed in completing 35 6" mud/rotary monitor wells at the Marine Corps Logistic Base in Albany, Georgia. These wells are double cased and vary in depth from 60 feet to 180 feet deep. He was responsible for all drilling, sampling and management of derived waste. He also recorded "units" completed and was PWD contact to ABB Environmental's field personnel. Mr. Nicholson is the supervisor for our environmental department. His first priority on all PWD projects is safety. He is responsible for seeing that all equipment and materials needed to complete a project are on site. It is his responsibility to see that our environmental supplies are ordered and on hand when needed. The majority of his drilling experience has been with a rotary and auger rigs. He has drilled wells from 2 inch in diameter up to 16 inches in diameter. He has drilled wells up to 1000 feet deep.
- e. Employment History: October 14, 1991 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION

TITLE

Well Driller

Environmental Driller

a. Name: Gary Oakes

b. Education/Qualifications: 40HR OSHA 29CFR 1910.120 certified, 8HR OSHA Annual Refresher, API Safe Work, Defensive Driving

c. Present Position in Company: Well Driller - Environmental Department

Employment History: June 12, 1995 to present Partridge Well - Began working as helper on environmental projects and has operated Deep Rock 10K, Speedstar Minister and Speedstar 135 drilling rigs.

RESUME

POSITION	TITLE
----------	-------

Pump Technician

a. Name: Tyler Schellpeper

Education/Qualifications: Has installed over a 1,000 pumps while employed at PWD. He specializes in trouble shooting, repair and replacement of Submersible and Turbine pumps.

b. Present Position: Pump Technician

c. Employment History: 1999 to present Partridge Well Drilling Company, Inc.

RESUME

POSITION	TITLE
	Vice President Pump Department

a. Name: Howard J Soha

Education/Qualifications: Florida Community College - Jacksonville

b. Present Position: Vice President of the Pump Department

Relevant Experience: Involved in all aspects of selection, installation, trouble shooting and quality control of all types of pumps that PWD installs and services. This includes Shallow Well Jet pumps, Deep Well Jet pumps, Submersible and Turbine pumps.

c. Employment History: 1973 to present Partridge Well Drilling Company, Inc.

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

Attachment “E-3”

EQUIPMENT LIST

In the space below, list all equipment owned or leased including company vehicles that may be utilized to perform the required scope of services. (Use additional pages if needed)

Make of Equip (eg. John Deere)	Model (eg. LT303 Trencher)	Model Year	Owned or Leased
Drill Max	2500	2009	
Drill Master	400	2001	
Drill Master	400	2000	
Drill Master	400	2001	
Drill Master	400	2004	
Drill Max	250	2004	
SpeedStar	Ministar	Rebuilt 1993	
Foremost	B3500 HSA/DPT	1999	
Geoprobe	Geoprobe HSA/DPT	2003	
(8) Water Trucks			
Down Hole Well Camera			

See Attached List for More Details of Support Equipment

#	YR	Description	Model
		USDOT #1146429	..VA scans\truck weigh
8	81	International Water Truck 2 Wheel Drive	
29	84	Int'l Red Dump Grey/Red	
30	84	Mack Dump	
43	86	Eager Beaver Trailer	
44	86	Eager Beaver Trailer	
48	84	Home Made Trailer (Pats wooden trailer)	
52	93	Int'l W Rebuilt Speedstar / Ministar Rebuild in 01	D-Rig
53	91	John Deere 310 Backhoe	
55		Pressure Washer	
56	90	Aladdin Pressure Washer w/trailer	
58	93	Interstate Trailer Model 12BST	
61		Gardner- Denver Air Compressor	
64	94	Wells Cargo 16' Cargo Wagon	
65		Equalizer Pressure Washer w/Trailer (tan)	
69	95	International (use to be Under Rig #52 -now a WATER TRUCK)	
74		Hobart Welder w/Trailer	
75		Lincoln Welder - Trailer Mount	
76	81	International F1954	
78	96	Chevrolet CK31003 - White	
79	96	Ditch Witch Model 1020 w/Trailer 4523	
81	97	Chevrolet 1500 - White	
82	78	Jenson Gas Pump on Vehicle 121 - Hoist Truck	P-Hoist
84	76	Semco 8000 Pump on Vehicle 99 - Pump Hoist	P-Hoist
86	95	Intl Truck - 4900 6x4 -Red (Water Truck)	Water
87	97	John Deere 310SE Backhoe Loader	
89	86	Mack Cab & Chassey Model DM685 (rail)	
90	99	Foremost B3500 Drill #97016 on 99 Ford F550 #	D-Rig
91	99	Chevrolet (DON)	
92	99	Chevrolet (Gary Oakes)	
93	00	International MDL 4800 / Drillmaster 400 (AK)	D-Rig
95	00	Ford F 150- Howards truck	
96	98	International - 4900 White tandem water truck	Water
97	00	Chevrolet CK3500 4X4	Flat Bed
98	00	Chevrolet CK3500 4X4	Greg's truck
99	01	Ford 550 SD - White (Semco Hoist) #84	P-Hoist
104	01	Ford 550 w Pulstar - Pump Hoist	P-Hoist
105	02	Drill Master on 4800 International Trk	D-Rig /
106		Toyota forklift (used) Purchased 8/31/01	
107	02	Ford F550 (flat bed)	
108	02	Toyota Tundra (Russell's Truck)	Toyota
110	81	Crane Carrier Drilling	Speedstar 22
110		Permit for # 110 expires in January every year	
110		Speedstar 22	
111	03	F550 4X4 Pulstar - Hoist Truck	P-Hoist

112	03	Geoprobe - Drilling Rig	Geoprobe
113	03	All Pro Trailers	All Pro Trailer
114	03	All Prop Trailer (dump trailer) DON'S	6' X12' Dump Trailer
115	3	All Pro Trailers (enclosed for geoprobe)	Geoprobe Trailer
116	04	DrillMax Model 250 / Ford 550	Drill Max
117		Acker Grouting Machine	
118	05	Ford F-550 flat bed	Ford 550
119	99	International	White 4X4 Water Truck
120	99	International	White 6X6 Water Truck
121	06	Ford 550 W pump hoist #82 on it.	Ford 550
122	6	Catapillar	Cat 304CR
123	00	International	Water truck
124	01	Drill Master on 4800 International Trk (DC)	Drill Master 400 (DC)
125	06	Ford White Pick Up	Ford Ranger
126	06	Toyota Tundra (Pat's Truck)	Toyota
127	90	International (tan dual axle)	Water Truck
128	06	Chevrolet Model cc36003 / white (Greg)	Pump Truck/ Knapheide E
129	06	Chevrolet Model cc36003 / white	WC Truck / Josh
130	05	Ford T S DTY F450	Septic- Flat Bed
131	07	Chevy Silverado/Graystone Metalic / Bob	Ext Cab 4WD
132		JCB Forklift	4X4 Forklift
133	08	Chevrolet Tahoe MD's truck	Black Tahoe
134	01	Drill Master on 4800 International Trk (#134)	Drill SN 4060104
135	1	Mission mud pump / 80 HP diesel	
136	09	Drill Max 2500	Drill SN 52817
137	05	Express Van (White)	Express Van (White)
138	10	Vermeer Vacuum & Trailer	CS805GT
139	10	Vermeer Vacuum & Trailer	VACT-TRL-Yellow
140	5	Ford 550 - White	12' bed
141	98	Texa Trailer	Dual Tandem Black
142	2012	Air Hammer	
143	2012	Ford White FX4 F-150	F 150 Merritt
144	2012	Ford E-350 Cutaway Base pump service truck	Truck / van
145	2002	New Holland Tractor / Front End Loader / backho	12LA
146	2004	Anderson Trailer	Dual Tandem Black
147	2013	Ford F 150-	F-150 Howard

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

“F”- Quality of Submittal

All RFQ Submittals shall be organized, labeled and submitted in exact number, order and format as shown in Section III.

All packages shall be mailed or delivered in a sealed box or envelope and contain **one (1) original and five (5) copies for a total of six (6) sets**. Each box or envelope shall be clearly marked on the outside with the submitting company’s full company name and full company address **AND** marked with “RFQ 14-11 – Water Well Assessment & Rehabilitation Services(SJC Utility Dept)”.

All packages shall be mailed or delivered to: Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, FL 32084, main phone # (904) 209-0150 and are due no later than 4:00 p.m. (EST), Thursday, October 24, 2013.

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Partridge Well Drilling Company, Inc.

“G” - PROJECT REFERENCES

1. Name of Project: Bartram Oaks

Owner Name: St. Johns County Utility Department

Contact Name, Title, Phone #, Email: Barry Stewart 904-209-2645 bstewart@sjcfl.com

Dollar Value of Project: \$9,850.00

Completion Date of Project: 12/11/12

2. Name of Project: NWWWTP

Owner Name: St. Johns County Utility Department

Contact Name, Title, Phone #, Email: Joseph Merwin 904-268-0099 jmerwin@wpcind.com

Dollar Value of Project: \$40,000.00

Completion Date of Project: 10/2013

3. Name of Project: Muirfield Drive Plantations Water Treatment Plant #5

Owner Name: St. Johns County Utility Department

Contact Name, Title, Phone #, Email: Scott Trigg 904-209-2700 strigg@sjcfl.com

Dollar Value of Project: \$1,700.00

Completion Date of Project: 6/24/10

4. Name of Project: TR 48

Owner Name: St. Johns County Utility Department

Contact Name, Title, Phone #, Email: Barry Stewart 904-209-2645 bstewart@sjcfl.com

Dollar Value of Project: \$10,900.00

Completion Date of Project: 3/4/12

5. Name of Project: TR 41 & TR 42

Owner Name: St. Johns County Utility Department

Contact Name, Title, Phone #, Email: Scott Trigg 904-209-2700 strigg@sjcfl.com

Dollar Value of Project: \$296,710.00

Completion Date of Project: 10/8/2010

NOTE: Only those projects shown on this page will be contacted to qualify for points in this category

IV - CHECKLIST/SCORING WORKSHEET
FOR RFQ 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

	ATTACHMENT NAME and #	CHECK BOX	For St. Johns Co. Use Only
	Qualification Cover Page		
	Qualification Certification		
	Affidavit of Solvency		
A. Company Qualifications	A-1 - Letter of Introduction & Interest		
	A-2 - License/Certifications List		
	A-3 - Certificate of Compliance w/Florida Trench Safety Act		
B. Previous Project Experience	B - Project Experience (Non St. Johns County)		
C. Previous Project Experience	C - Project Experience (St. Johns County Board of County Commissioners)		
D. Financial Capability	D-1 - Letter of Bondability		
	D-2 - Certificates of Insurance		
	D-3 - Claims/Liens/Litigation History		
E. Company Organization & Resources	E-1 - Company Organization Chart		
	E-2 - Key Personnel		
	E-3 - Equipment List		
F. RFQ Submittal	One (1) original & five (5) copies in content and format specified		
G. Project References	G - Project Reference List		
		Total Score	

**REQUEST FOR QUALIFICATIONS (RFQ)
for
WATER WELL ASSESSMENT & REHABILITATION SERVICES(SJC Utility
Department)**

FOR PRIME CONTRACTORS ONLY

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084
ATTN: Sharon Haluska, Contracts Manager

COMPANY NAME: ROWE DRILLING Co., INC.

DATE: 10/31/13

**WATER WELL ASSESSMENT & REHABILITATION SERVICES
QUALIFICATION INFORMATION**

FOR

**ST. JOHNS COUNTY
500 San Sebastian View
St. Augustine, FL 32084**

REQUEST FOR QUALIFICATIONS NO.: 14-11

BY

**ROWE DRILLING COMPANY, INC.
PO BOX 2526
SAVANNAH, GA 31402
912-965-0351**

TABLE OF CONTENTS

1. Certification for RFQ 14-11 – Water Well Assessment & Rehab Services
2. Affidavit of Solvency
3. Letter of Introduction and Interest
4. Attachment “A-2” – License/Certification List
5. Attachment “A-3” – Certificate of Compliance with Florida Trench Safety Act
6. Attachment “B” – Previous Project Experience (Non St. Johns County)
7. Attachment “C” – Previous Project Experience (St. Johns Co. Board of Co. Comm.)
8. Attachment “D-1” – Letter of Bondability
9. Attachment “D-2” – Certificate of Insurance
10. Attachment “D-3” – Claims, Liens, Litigation History
11. Attachment “E-1” – Company Organization Chart
12. Attachment “E-2” – Key Personnel List
13. Attachment “E-3” – Equipment List
14. “F” – Quality of Submittal
15. “G” – Project References and Checklist/Scoring Worksheet

**CERTIFICATION FOR
RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)**

We wish to submit our qualification package to be considered as a Contractor for the Water Well Assessment & Rehabilitation Services for St. Johns County Utility Department:

A copy of all applicable license(s) and/or certifications under which our firm is engaged in the business of contracting in the State of Florida are attached. These licenses/certifications were issued in accordance with provisions of State of Florida, and are currently valid and in force.

It is further understood that a contract, if awarded, shall be valid for the purpose of the described scope of services, unless suspended or terminated by the SJC.

We authorize and request any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this application.

We further authorize the St. Johns County or its designee to disclose, without any liability whatsoever, any and all information contained in the RFQ submittal package.

We have not been disqualified by any public agency in Florida except as indicated below. (If none enter "N/A")

Rowe Drilling Company
(Name of Organization)

This 28th day of October, 2013

Attest: Thomas Salter, Gen Mgr.

APPROVED: H. Lamar Rowe, Pres

By: Thomas Salter
Name and Title of Officer

By: H. Lamar Rowe
Name and Title of Authorized Officer

As Notarized

By: Theresa E. Phillips



(Corporate Seal)

Disqualified by: _____ Date: _____

RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)

AFFIDAVIT OF SOLVENCY

STATE OF FLORIDA)

COUNTY OF Leon)

PERTAINING TO THE SOLVENCY OF Rowe Drilling Co Inc being of lawful age and being duly sworn I, H. LAMAR ROWE as PRESIDENT (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 28 day of October, 2013.

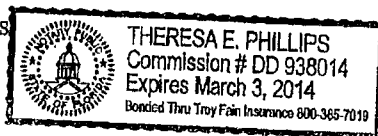
[Signature]
Signature of Affiant

STATE OF FLORIDA)
COUNTY OF Leon)

Subscribed and sworn to before me this 28 day of October, 2013, by H. LAMAR ROWE who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

My commission expires _____



RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING Co., INC.

Attachment "A-1"

LETTER OF INTRODUCTION and INTEREST
(Attach or insert copy here)



ROWE DRILLING COMPANY, INC.

WATER SUPPLY CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P.O. BOX 2526 SAVANNAH, GEORGIA 31402 912-965-0351 or 0352 FAX 912-966-2194

October 31, 2013

Rowe Drilling Company, Inc. is a long established water supply contractor that was formed in 1946 and incorporated in the State of Florida in 1969. We are engaged in the design, construction, rehabilitation, well pump repair and maintenance for water wells, short coupled high service pumps for Municipal, Industrial, Governmental Agencies and Commercial accounts. Also Rowe Drilling Company has been instrumental in the development of well cleaning procedures using our own developed procedures with low grade explosives, advanced cleaning techniques and well redevelopment using various chemicals and other cleaning and developmental agents.

Rowe has as part of its fleet of equipment of 13 drilling rigs ranging in mast capacities from 40,000 lbs. to over 150,000 lbs., 5 service rigs of various sizes for well and pump servicing, down hole video services, acid cleaning equipment for advanced well deterioration cleaning, and general construction capabilities that cover most all of the water supply requirements.

State License: Florida - # 1187, # 3019, Georgia - # 72, # 371 & # 601, South Carolina - 192, D01688, D01813, 321, for North Carolina - 1426, and for Alabama - 409.

Rowe Drilling Company, Inc. appreciates the opportunity to submit this qualification package and is very interested in continuing a working relationship with St. Johns County. We have 3 primary office locations as described below. Our Savannah office will be the main contact location.

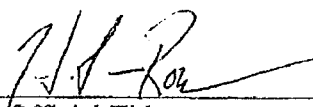
SAVANNAH OFFICE:	Mailing Address	Physical Address
	PO Box 2526	149 Eason Drive
	Savannah, GA 31402	Pooler, GA 31322
Blake Hare – District Manager		
PH: 912-965-0351		
Fax: 912-966-2194		
Email: LBH@rowedrilling.com		

TALLAHASSEE OFFICE:	Mailing Address	Physical Address
	PO Drawer 1389	7584 W. Tennessee St.
	Tallahassee, FL 32302	Tallahassee, FL 32304
Lamar Rowe – President		
Richard Rowe – Vice President		
Jack Rowe – Secretary		
Tom Salter – General Manager		

LAKELAND OFFICE:	Mailing and Physical Address
	2715 Parkway Street
	Lakeland, FL 33811
Roddy Moon – District Manager	

CERTIFICATE AS TO CORPORATION

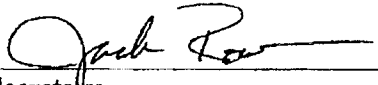
The below Corporation is organized under the laws of the State of **Florida**, authorized by law to make this bid and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of **Florida**.

By: 
Official Title
H. Lamar Rowe, President

(Affix Corporate Seal)



Rowe Drilling Company, Inc.
P.O. Drawer 1389
Tallahassee, FL 32302

Attest: 
Secretary
Jack A. Rowe

Register No. 7859132
Register Agent: CT Corporation System
1200 Peachtree St. N. E.
Atlanta, GA 30361

The full names and residences of persons or firms interested in the foregoing Bid as Principals or Officers (specifically include the President, Secretary and Treasurer and state the corporate office help of all other individuals listed) are as follows:

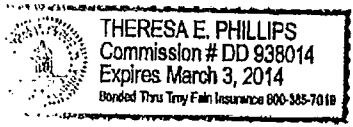
- H. Lamar Rowe, President, 3727 Bobbin Brook W, Tallahassee, FL 32312
- Richard U. Rowe, Vice President, 319 Meridian Road, Thomasville, GA
- Jack A. Rowe, Sec/Treasurer, 2700 Shilo Way, Tallahassee FL 32308

Attach a copy of a Certificate to do Business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida.

STATE OF FLORIDA
COUNTY OF LEON

Signed before me this 24th day of October, 2013


NOTARY PUBLIC



ROWE DRILLING COMPANY

Water Wells, Pumps Sales & Service Since 1946

TALLAHASSEE • SAVANNAH • LAKE LAND


CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Rowe Drilling Company, Inc., in a meeting duly assembled that H. Lamar Rowe, President of the Corporation, is hereby authorized, empowered, and directed for and on behalf of the Corporate to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter into for the furnishing of services for the Corporation under which such terms, conditions, and stipulations, and for such consideration as he might deem to the best interest of the Corporation.

NOTARY STATEMENT:

This is to certify that to the best of my knowledge and belief, the statements made in the above affidavit have been set and noted and is true and correct.

WITNESS MY SIGNATURE this 24th day of October 2013, at Rowe Drilling Company, Inc. in Tallahassee, Florida.


THERESA E. PHILLIPS, NOTARY PUBLIC



RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: ROWE DRILLING Co., INC.

Attachment "A-2"
LICENSE/CERTIFICATION LIST

In the space below, list all current specified licenses and certifications and attach a copy of each to this form.

License Name	License #	Issuing Agency	Expiration Date
WATER WELL CONTRACTOR LICENSE	1187, 3019, 3206	STATE OF FLORIDA	7/31/15
WATER WELL CONTRACTOR	601	STATE OF GEORGIA	6/30/15
CERTIFIED BLDG CONTRACT.	6160056	STATE OF FLORIDA	8/31/14



STATE OF FLORIDA
Water Well Contractor License



Issued to

H Lamar Rowe

By

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Pursuant to Chapter 373, Florida Statutes

License Number

1187

A handwritten signature in black ink, consisting of a large loop at the top and a long, thin tail extending downwards.

Executive Director

Issue Date: May 6, 2013

Expires: July 31, 2015



STATE OF FLORIDA
Water Well Contractor License



Issued to

Richard Rowe

By

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Pursuant to Chapter 373, Florida Statutes

License Number

3019

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Executive Director

Issue Date: May 14, 2013

Expires: July 31, 2015



STATE OF FLORIDA
Water Well Contractor License



Issued to

Thomas Salter

By

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Pursuant to Chapter 373, Florida Statutes

License Number

3206

Issue Date:

May 8, 2013

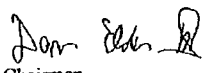
Expires:

July 31, 2015

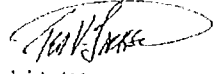
Executive Director

A handwritten signature in black ink, consisting of a large, stylized loop followed by several horizontal strokes.

STATE OF GEORGIA
Department of Natural Resources
GEORGIA STATE BOARD OF REGISTRATION
FOR WATER WELL CONTRACTORS
License Identifier: GA 601 WD
Effective: 07/08/13 Expires: 06/30/2015
L. Blake Hare, Jr.
Rowe Drilling Co., Inc. 776
PO Box 2526
Savannah, GA 31402



Chairman
Water Well Standards Advisory Council



Administrator
Environmental Protection Division



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**ROWE, RICHARD JORDAN
ROWE DRILLING COMPANY INC
3484 CHAMBLEE RD
TALLAHASSEE FL 32309-6836**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# **6160056**
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1255959 06/12/12 110426962

**CERTIFIED BUILDING CONTRACTOR
ROWE, RICHARD JORDAN
ROWE DRILLING COMPANY INC**

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12061200660

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK™ PATENTED PAPER

AC# 6160056

STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

SEQ# L12061200660

DATE	BATCH NUMBER	LICENSE NBR
06/12/2012	110426962	CBC1255959

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

**ROWE, RICHARD JORDAN
ROWE DRILLING COMPANY INC
7580 WEST TENNESSEE ST
TALLAHASSEE FL 32304**

**RICK SCOTT
GOVERNOR**

**KEN LAWSON
SECRETARY**

DISPLAY AS REQUIRED BY LAW

RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: ROWE DRILLING Co., INC.

ATTACHMENT "A-3"

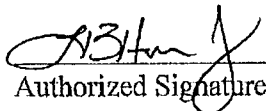
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administration excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administration's excavation safety standard.

By: _____

L. BLAKE HARE, JR. - DIST. MANAGER
Printed Name & Title

10/31/13
Date


Authorized Signature

RFQ 14-11 -Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING CO., INC.

Attachment "B"
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

1. Name of Project: SEE ATTACHED LIST
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

2. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

3. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

Attachment "B" con't



ROWE DRILLING COMPANY, INC.

WATER WELL CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P. O. BOX 2526 SAVANNAH, GEORGIA 31402 912-965-0351 FAX 912-966-2194

PROJECT REFERENCE LIST

Listed below are projects of similar construction, current & completed by our company.

Project Details:

Name: Tallahassee Production Well No. 35
Owner: City of Tallahassee, Florida
Amount: \$1,802,478.00
Type: Site work, fencing, 24" well, pump, piping, building, electrical & SCADA
Contact: Mr. Keith Starbuck **Phone No.:** (850) 694-8047
E-Mail: Keith.Starbuck@talgov.com

Project Details:

Name: High Service Pump Repairs
Owner: Gainesville Regional Utilities (GRU)
Amount: Varies
Type: Rebuild High Service Pumps
Contact: Mr. Rick Davis **Phone No.:** (352) 317-1837
E-Mail: DAVISRJ@gru.com

Project Details:

Name: Well Pump Maintenance and Repair
Owner: Brunswick-Glynn Co. Joint Water and Sewer
Amount: Varies
Type: Pull, inspect, video, clean, rehab, repair well pumps, and install
Contact: Mr. Keith Morgan **Phone No.:** (912) 261-7112
E-Mail: kmorgan@bgjwsc.org

Project Details:

Name: JEA Main Street Logging
Owner: JEA – Jacksonville Electric Authority
Amount: \$214,000.00
Type: Pull pumps, video, E-Log, repair pumps, and install
Contact: Mr. Craig Jones **Phone No.:** (904) 509-7154
E-Mail: jonedc@jea.com

Project Details:

Name: CUP – Sites 2-9
Owner: JEA
Amount: \$1,500,000.00
Type: Monitoring wells, pumps, piping, Lining of existing wells, video/Logging
Contact: Ms. Jaclyn Tariscka **Phone No.:** (904) 665-4243
E-Mail: Tarijm@jea.com



ROWE DRILLING COMPANY, INC.

WATER WELL CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P. O. BOX 2526 SAVANNAH, GEORGIA 31402 912-965-0351 FAX 912-966-2194

PROJECT REFERENCE LIST

Listed below are projects of similar construction, current & completed by our company.

Project Details:

Name: Savannah Maintenance and Repair
Owner: City of Savannah, GA
Amount: Varies
Type: Pre-test, pull the pump, video the well, inspect, repair, and install
Contact: Mr. Thomas Messer **Phone No.:** (912) 651-3434
E-Mail: TMesser@Savannahga.gov

Project Details:

Name: Pinova Well Pump Repairs and Rehab
Owner: Pinova, Inc. – Brunswick, GA
Amount: Varies
Type: Pull pumps, video wells, inspect, rehab wells, install pumps
Contact: Ms. Patty Sizemore **Phone No.:** (912) 265-3550
E-Mail: pasizemore@pinovasolutions.com

Project Details:

Name: Jenkins Island Well and Pumps
Owner: Hilton Head Public Service District
Amount: Varies
Type: Pull, inspect, video, repair well pumps, and install
Contact: Mr. Bill Davis **Phone No.:** (843) 681-0535
E-Mail: bdavis@hhpsd.org

Project Details:

Name: JEA Main Street
Owner: JEA – Jacksonville Electric Authority
Amount: \$214,000.00
Type: Pull pumps, video, E-Log, repair pumps, and install
Contact: Mr. Mike Dykes **Phone No.:** (904) 607-2763
E-Mail: MikeDykes@CH2M.com

Project Details:

Name: Barbour Point
Owner: Consolidated Utilities
Amount: \$300,000.00
Type: Lower Floridan well and pump including video/Logging
Contact: Mr. Ron Kolat, P.E. **Phone No.:** (912) 201-1807
E-Mail: rkolat@hk-engr.com

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: POWE DRILLING Co., INC.

Attachment "C"

PREVIOUS PROJECT EXPERIENCE (St. Johns Co Board of County Commissioners)

1. Name of Project: SEE ATTACHED LIST
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

2. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

3. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____



ROWE DRILLING COMPANY, INC.

WATER WELL CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P. O. BOX 2526 SAVANNAH, GEORGIA 31402 912-965-0351 FAX 912-966-2194

PROJECT REFERENCE LIST

Listed below are projects of similar construction, current & completed by our company.

Project Details:

Name: TR 44 & TR 47 Well Evaluation and Rehab
Owner: St. Johns County
Amount: \$70,000.00
Type: Pre-test, pull the pumps, video the wells, inspect, rehab, repair, and install
Contact: Mr. Larry Miller **Phone No.:** (904) 209-2624
E-Mail: lmiller@sjcfl.us

Project Details:

Name: TR 42 Well Evaluation and Rehab
Owner: St. Johns County
Amount: \$7,800.00
Type: Pull pump, inspect, repair, and install pump
Contact: Mr. Larry Miller **Phone No.:** (904) 209-2624
E-Mail: lmiller@sjcfl.us

Project Details:

Name: TR 49 Well Evaluation and Rehab
Owner: St. Johns County
Amount: \$19,400.00
Type: Pull pump, inspect, Acidize/Rehab well, repair, and install pump
Contact: Mr. Larry Miller **Phone No.:** (904) 209-2624
E-Mail: lmiller@sjcfl.us

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING CO., INC.

Attachment "D-1"

LETTER OF BONDABILITY (on Surety Letterhead from Surety not Agent)
(Attach or insert copy here)



BB&T Insurance Services, Inc.

BB&T – Landrum Yaeger
P.O. Box 14099
3375-B Capital Circle, NE
Tallahassee, FL 32317
(850) 386-2143
(888) 328-1326 Fax

October 24, 2013

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

RE: Rowe Drilling Company, Inc.

To Whom It May Concern:

It has been our pleasure to provide surety credit to Rowe Drilling Company, Inc. for over 17 years. Rowe Drilling Company, Inc. enjoys an excellent relationship with their surety, Western Surety Company. Western Surety Company is rated A XV by A.M. Best Rating Service, is listed on the Federal Register for single bonds up to \$81,813,000 and is licensed to do business in the State of Florida.

Rowe Drilling Company, Inc. has established surety credit for single projects in the low eight figures. At their request and subject to acceptable bond forms and contract documents, we are prepared to issue the necessary Performance and Payment Bond for this project within 10 days of award of contract.

If you need any further information or documentation please do not hesitate to contact me.

Sincerely,

Benjamin R. Campbell
Attorney-In-Fact for Surety

BRC/nl

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING CO., INC.

Attachment "D-2"

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

Client#: 764785

68ROWEDRI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BB&T-Landrum Yaeger, 3375-B Capital Circle, NE, PO Box 14099, Tallahassee, FL 32317. CONTACT NAME: BB&T-Landrum Yaeger, PHONE (A/C, No, Ext): 850 386-2143, FAX (A/C, No): 888-328-1326. INSURED: Rowe Drilling Company, Inc., P. O. Drawer 1389, Tallahassee, FL 32302. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Fire Insurance Company (NAIC #: 19682), INSURER B: Travelers Excess and Surplus Li (29696), INSURER C: FFVA Mutual Insurance Company (10385).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (COMMERCIAL GENERAL LIABILITY, Pollution Liability), A AUTOMOBILE LIABILITY (ANY AUTO, HIRED AUTOS, NON-OWNED AUTOS), B UMBRELLA LIAB (EXCESS LIAB, RETENTION \$ 10,000), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?), A Leased/Rent Equip, A Installation Cov.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) St. Johns County is named as Additional Insured in regards to liability.

CERTIFICATE HOLDER: St. Johns County, political subdivision of State of Florida, 500 San Sebastian View, Saint Augustine, FL 32084. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 05

FFVA Mutual Insurance Co.

Insured: Rowe Drilling Co., Inc.

Policy Number: WC840-0021845-2011A

Effective Date 04/01/2013

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS-WHEN REQUIRED IN CONTRACT OR
AGREEMENT WITH YOU ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This endorsement will not apply and have no effect in any jurisdiction which prohibits the waiver contemplated herein, but only to the extent of such prohibition.

Schedule:

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WC 99 06 05

Includes copyrighted material of the National Council on Compensation Insurance, Inc. used with its permission.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above;
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of;
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above;
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily Injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily Injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;

- (2) Designing or determining content of web sites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

- (1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ a person;
- b. Termination of a person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION



TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

RFQ 14-11 -Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: RONE DRILLING Co., INC.

Attachment "D-3"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit the attached)

Claims/Litigations

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties

N/A

Amount actually recovered, if any _____

Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.

none

3. List and explain all litigation and arbitration within the past five (5) years- pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

none

Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

For all claims filed against your company within the past five(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?

List the status of all pending claims currently filed against your company;

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X
If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ 14-11 -Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

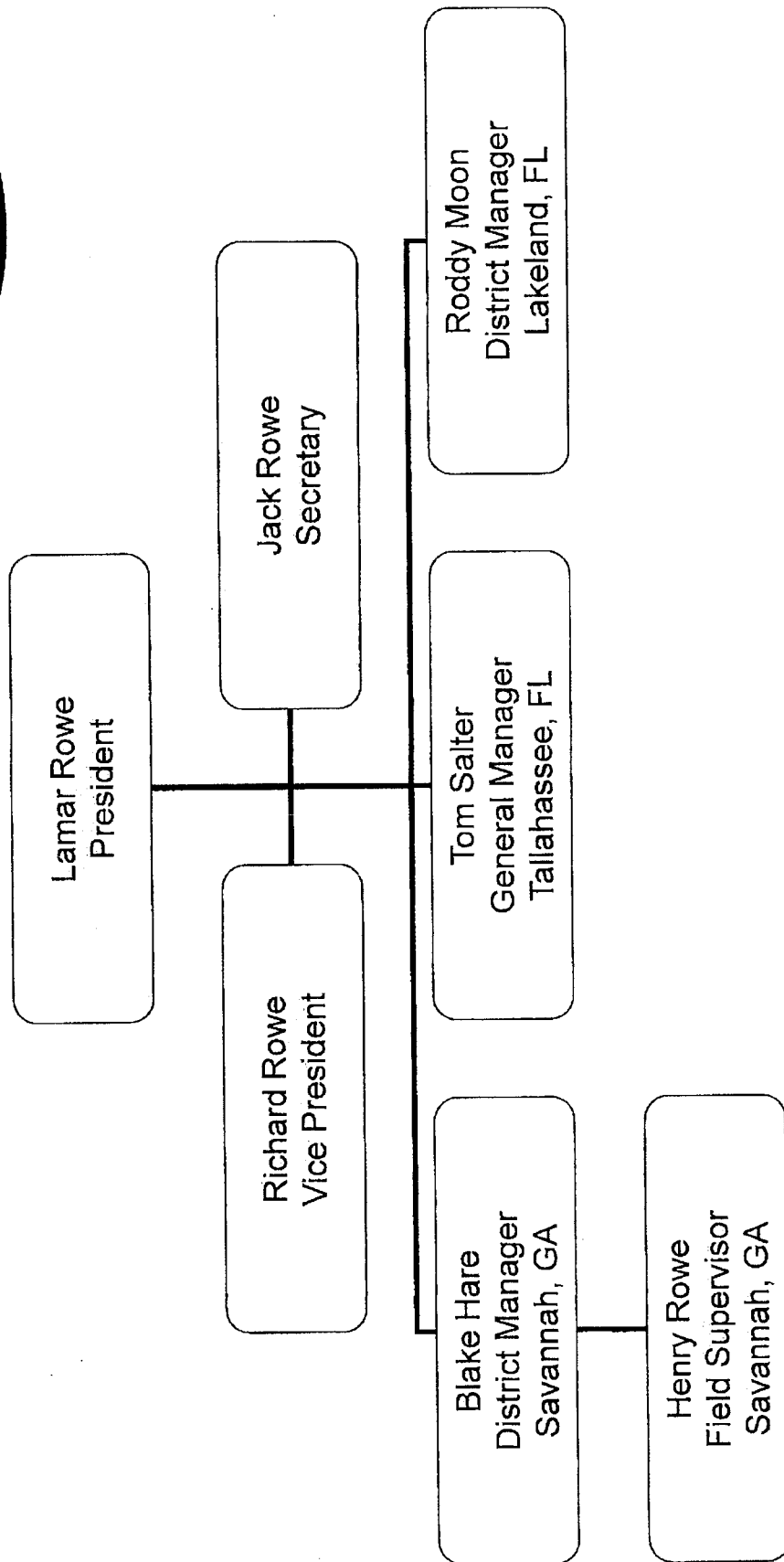
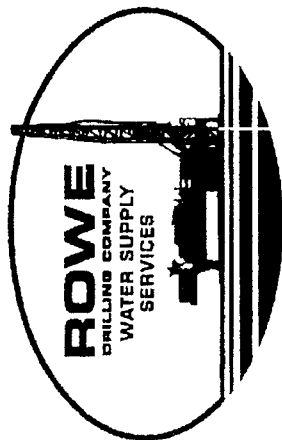
Company Name: ROWE DRILLING CO., INC.

Attachment "E-1"

COMPANY ORGANIZATION CHART
(Attach or insert copy here)

ROWE DRILLING CO, INC.

Corporate Organizational Chart



RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING Co., INC

Attachment "E-2"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs Experience
BLAKE HARE	DISTRICT MANAGER	6	15
HENRY ROWE	FIELD SUPERVISOR	21	30
JOHN CLINTON	PUMP INSTALLER	3	20
JAMES MOORE	PUMP INSTALLER	12	12

KEY PERSONNEL

H. Lamar Rowe, President - Tallahassee, FL

Education: BS Florida State University, Various seminar training in well and short coupled pump design and use from Peerless Pump Co, Goulds Pumps, Inc.

Experience: Work areas include the State of Florida, Georgia, Alabama for the design and construction of water wells, well pumps, water treatment facilities, pumping stations, chlorination facilities for the past 39 years

Organizations: Florida Ground Water Association, Georgia Water Well Drillers Association, American Waterworks Association, Florida and Georgia Rural Water Assoc.

Thomas T. Salter - Project Manager - Tallahassee, FL

Education: B.S.C.S. from Lamar University in 1975 and M.B.A. from Louisiana State University in 1982.

Experience: At Rowe drilling Company, Inc., Mr. Salter serves as Project Manager for drilling, equipment and rehabilitation projects. At HAI, Mr. Salter served as a Senior Project Manager for well construction and rehabilitation project and Reverse Osmosis water treatment plant construction. Prior to Mr. Salter's employment with HAI, he served as an Industrial Automation Application Engineer for Blackburn Controls from January 1994 to 1997. From 1982-1994, he was an application engineer/Project Manager and then General Manager for Layne, Inc., a water well drilling and pump contractor. From 1977-1982, he was a Production Systems Project Manager for Natomos, Inc., an independent oil producing company. From 1975-1977, he was a Petroleum tool Specialist with Baker Packers, a division of Baker International.

Specific experiences include the design and management of irrigation and potable well construction projects (open hole as well and screened), design and management of irrigation and potable well rehabilitation projects, injection well construction programs including dual zone monitor well, injection well integrity testing programs, pumps, pump piping and valve projects.

Richard Rowe - Vice President - Tallahassee, FL

Experience: Over 43 years of drilling experience in Georgia, Florida, Alabama for wells ranging in all sizes and depths and various construction configurations that include open hole, screened gravel packed, multiple screen wells, and naturally developed wells.

Jack A. Rowe - Operations Manager

Education: Various seminars for advanced drilling techniques for both mud rotary and reverse air circulation.

Experience: 22 years all work related in Georgia, Florida, Alabama, and South Carolina for well ranging in sizes up to 60 inches, and depths in excess of 3,000 ft.

L. Blake Hare, Jr. - District Manager - Savannah, GA District

Education: BS in Civil Engineering from Auburn University with a minor in Business Administration.

Various seminar training for pump maximum efficiency design and use, various safety training including OSHA and MSHA, New well development techniques and procedures using various chemicals and other devices for advanced well performance. Well rehabilitation includes the use of artificial screen liners, screen replacements, gravel removal and replacement as well as redevelopment of the entire screen line and gravel pack.

Experience: Over 15 years in the well drilling & well pump industry. Work areas include the States of Florida, Georgia, Alabama, North Carolina, and South Carolina. Water well design and build contracts for clients that use as little as 100 GPM to 6,000 GPM wells and pumps. Evaluation of existing well and pump conditions to determine the most expeditious method of repair or rehab when considering downtime and monetary costs. Included are water wells, well pumps, high service pumps and motor control centers.

Organizations: Georgia Rural Water Association, and SC Rural water Association, Georgia Mining Association

Partial list of Drillers and Technicians

Henry. L. Rowe, Jr. – Field Supervisor

Experience: 30 years experience in the States of Georgia, Florida, and South Carolina. Equipment operated include small rigs to large rigs like the Gardner-Denver 3000 and Challenger. 320. Drilling experience includes wells ranging in depth to 4,000 feet, and in diameters with casings 60 inches in diameter. He has attended drilling fluid control classes, for both conventional and air assist drilling techniques. The installation of new well pumps (up to 800' settings), motors, chlorinators, electrical controls, etc. has been added to his experience in the past 7-8 years.

John K. Clinton – Pump Installer/Technician

Experience: 20 years experience in the States of Georgia, Florida, Alabama, and South Carolina. Experience with the installation of new and repaired well pumps (up to 800' settings), motors, chlorinators, electrical controls, etc. Experience running cement pumps, video equipment, acid rehabilitation, mechanical rehabilitation, etc.

James Jay Moore – Pump Installer/Technician

Experience: 12 years experience in the States of Georgia, Florida, Alabama, and South Carolina. Experience with the installation of new and repaired well pumps (up to 600' settings), motors, etc. Experience running cement pumps, video equipment, acid rehabilitation, mechanical rehabilitation, etc.

EQUIPMENT LIST

October 31, 2013

Rowe Drilling Company, Inc. owns and operates 10 mud rotary drilling rigs with capabilities of completing wells in diameters from 6" to 48", and with depth capabilities in excess of 5,500 feet. The equipment employs both mud rotary and reverse air drilling techniques. We maintain a complete line of support equipment including air compressors, mud pumps of varying sizes to meet the needs of the drilling equipment, a fleet of some 68 vehicles to support the operations. We also maintain 2 EA down hole video camera systems that is capable to depths of 4,000 ft.

We have test pumps that begin at 40-50 GPM and go to 7,000 GPM to meet the demands of our wide range of our water supply customers.

The drilling equipment fleet consist of the following equipment.

1. 2 ea. Gardner Denver 3000 Class mud rotary rigs built in 1978 and 1981
2. 1 ea. Failing 2500 Class mud rotary rig built in 1977
3. 2 ea. Speed Star SS25SD mud rotary rig built in 2005
4. 1 ea. Speed Star 1503 mud rotary rig built in 1999
5. 1 ea. Gardner Denver SD 55 mud rotary rig built in 1989
6. 1 ea. Gardner Denver WM 40 mud rotary rig built in 1979
7. 1 ea. Drill-Tech Marlin 6 mud rotary rig built in 2006
8. 1 ea. Failing Jed-A mud rotary rig built in 1974

The cranes and pump servicing rigs fleet consist of the following equipment.

1. 1 ea. Pulstar 38,000 pump service rig
2. 1 ea. All Terrain 30 Ton Cranc
3. 2 ea. 15 Ton Boom Trucks
4. 1 ea. 10T Smeal pump service rig

We also have in our equipment inventory, but not listed here a fleet of test pumps for capacities up to approximately 7,000 GPM.

All of the equipment is in very good condition and is working on various sites throughout the Southeastern United States.

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING CO., INC.

“F”- Quality of Submittal

All RFQ Submittals shall be organized, labeled and submitted in exact number, order and format as shown in Section III.

All packages shall be mailed or delivered in a sealed box or envelope and contain one (1) original and five (5) copies for a total of six (6) sets. Each box or envelope shall be clearly marked on the outside with the submitting company’s full company name and full company address AND marked with “RFQ 14-11 – Water Well Assessment & Rehabilitation Services(SJC Utility Dept)”.

All packages shall be mailed or delivered to: Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, FL 32084, main phone # (904) 209-0150 and are due no later than 4:00 p.m. (EST), Thursday, October 24, 2013.

31

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: ROWE DRILLING CO., INC.

“G” - PROJECT REFERENCES

1. Name of Project: SEE ATTACHED

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

2. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

3. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

4. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

5. Name of Project: _____

Owner Name: _____

Contact Name, Title, Phone #, Email: _____

Dollar Value of Project: _____

Completion Date of Project: _____

NOTE: Only those projects shown on this page will be contacted to qualify for points in this category



ROWE DRILLING COMPANY, INC.

WATER WELL CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P. O. BOX 2526 SAVANNAH, GEORGIA 31402 912-965-0351 FAX 912-966-2194

PROJECT REFERENCE LIST

Listed below are projects of similar construction, current & completed by our company.

Project Details:

Name: TR 44 & TR 47 Well Evaluation and Rehab
Owner: St. Johns County
Amount: \$70,000.00
Type: Pre-test, pull the pumps, video the wells, inspect, rehab, repair, and install
Contact: Mr. Larry Miller **Phone No.:** (904) 209-2624
E-Mail: lmiller@sjcfi.us

Project Details:

Name: Well Pump Maintenance and Repair
Owner: Brunswick-Glynn Co. Joint Water and Sewer
Amount: Varies
Type: Pull, inspect, video, clean, rehab, repair well pumps, and install
Contact: Mr. Keith Morgan **Phone No.:** (912) 261-7112
E-Mail: kmorgan@bgjwsc.org

Project Details:

Name: High Service Pump Repairs
Owner: Gainesville Regional Utilities (GRU)
Amount: Varies
Type: Rebuild High Service Pumps
Contact: Mr. Rick Davis **Phone No.:** (352) 317-1837
E-Mail: DAVISRJ@gru.com

Project Details:

Name: Savannah Maintenance and Repair
Owner: City of Savannah, GA
Amount: Varies
Type: Pre-test, pull the pump, video the well, inspect, repair, and install
Contact: Mr. Thomas Messer **Phone No.:** (912) 651-3434
E-Mail: TMesser@Savannahga.gov

Project Details:

Name: CUP – Sites 2-9
Owner: JEA
Amount: \$1,500,000.00
Type: Monitoring wells, pumps, piping, Lining of existing wells, video/Logging
Contact: Ms. Jaclyn Tarиска **Phone No.:** (904) 665-4243
E-Mail: Tarijm@jea.com

IV - CHECKLIST/SCORING WORKSHEET
FOR RFQ 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

	ATTACHMENT NAME and #	CHECK BOX	For St. Johns Co. Use Only
	Qualification Cover Page	✓	
	Qualification Certification	✓	
	Affidavit of Solvency	✓	
A. Company Qualifications	A-1 - Letter of Introduction & Interest	✓	
	A-2 - License/Certifications List	✓	
	A-3 - Certificate of Compliance w/Florida Trench Safety Act	✓	
B. Previous Project Experience	B - Project Experience (Non St. Johns County)	✓	
C. Previous Project Experience	C - Project Experience (St. Johns County Board of County Commissioners)	✓	
D. Financial Capability	D-1 - Letter of Bondability	✓	
	D-2 - Certificates of Insurance	✓	
	D-3 - Claims/Liens/Litigation History	✓	
E. Company Organization & Resources	E-1 - Company Organization Chart	✓	
	E-2 - Key Personnel	✓	
	E-3 - Equipment List	✓	
F. RFQ Submittal	One (1) original & five (5) copies in content and format specified	✓	
G. Project References	G - Project Reference List	✓	
		Total Score	

**REQUEST FOR QUALIFICATIONS (RFQ)
for
WATER WELL ASSESSMENT & REHABILITATION SERVICES(SJC Utility
Department)**

FOR PRIME CONTRACTORS ONLY

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084
ATTN: Sharon Haluska, Contracts Manager

COMPANY NAME: Thompson Well & Pump, Inc.

DATE: October 30, 2013

**CERTIFICATION FOR
RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC
Utility Dept.)**

We wish to submit our qualification package to be considered as a Contractor for the Water Well Assessment & Rehabilitation Services for St. Johns County Utility Department:

A copy of all applicable license(s) and/or certifications under which our firm is engaged in the business of contracting in the State of Florida are attached. These licenses/certifications were issued in accordance with provisions of State of Florida, and are currently valid and in force.

It is further understood that a contract, if awarded, shall be valid for the purpose of the described scope of services, unless suspended or terminated by the SJC.

We authorize and request any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this application.

We further authorize the St. Johns County or its designee to disclose, without any liability whatsoever, any and all information contained in the RFQ submittal package.

We have not been disqualified by any public agency in Florida except as indicated below. (If none enter "N/A")

N/A

(Name of Organization)

This 30th day of October, 2013

Attest: Sarah B. Thompson

APPROVED: Jerry E. Thompson

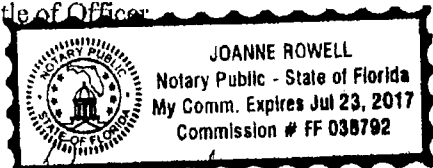
By: Sarah B. Thompson Vice President

By: Jerry E. Thompson President

Name and Title of Officer

Name and Title of Authorized Officer

As Notarized



By: Joanne Rowell

(Corporate Seal)

Disqualified by: _____ Date: _____

RFQ 14-11 - WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

AFFIDAVIT OF SOLVENCY

STATE OF Florida)

COUNTY OF Volusia)

PERTAINING TO THE SOLVENCY OF Thompson Well & Pump, Inc. {insert entity name}, being of lawful age and being duly sworn I, Jerry E. Thompson, Jr. President {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

- 1. I have reviewed and am familiar with the financial status of above stated entity.
- 2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
- 3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
- 4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 30th day of October, 20 13.

Jerry E. Thompson Jr.
Signature of Affiant

STATE OF Florida)
COUNTY OF Volusia)

Subscribed and sworn to before me this 30th day of October, 20 13, by Jerry E. Thompson, Jr. who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Joanne Rowell
Notary Public

My commission expires:
7-23-2017



RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment "A-1"

LETTER OF INTRODUCTION and INTEREST
(Attach or insert copy here)

Attached.

Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, Deland, FL 32720 ~ P.O. Box 371 Deland, FL 32721-0371
Tel. # 386-740-0180 ~ Fax # 386-740-1753
www.ThompsonWell.com

Letter of Introduction and Interest

October 30, 2013

Thompson Well & Pump, Inc.
219 S. Spring Garden Avenue
DeLand, FL 32720

Mail: PO Box 371
DeLand, FL 32721-0371

Tel: (386) 740-0180
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

Website: thompsonwell.com
Duns #: 160305616

Incorporated: State of Florida / August 23, 1999 / Document No: P99000076300
Corporation Type: S-Corporation
Federal Taxpayers' ID #: 59-3611448

Officers and Directors:

Title: President
Name: Jerry E. Thompson, Jr.
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Title: Vice President / Secretary Treasurer
Name: Sarah B. Thompson
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Starting operations in 1994, Thompson Well and Pump, Inc. became incorporated in August 1999, serving Florida for over 18 years providing the water well drilling and water rehabilitation, and pump services for municipalities, industrial businesses, builders, land developers, and homeowners throughout Orange, Volusia, Seminole, Lake, Marion, Flagler, St. Johns, Alachua, Broward, Pinellas, Polk, Hillsborough, and Collier counties. We earned the trust of our customers as a reliable, professional, bonded company, well-equipped to provide a wide range of technical services that includes water well drilling, pump repairs, design and installation; we provide well inspections, well development, well rehabilitation and environmental/geo-thermal drilling.

Page 2. - Letter of Introduction – TWP

Our drilling equipment has the capability of drilling wells ranging in diameter from 4" up to 36", for residential, commercial/industrial and municipal applications. We operate four Drill Rig machines for the construction of water wells. Our entire fleet is backed with support trucks, including a TC-3400 Crane Truck, 5-T Pump Hoist Service Truck, mud system, and tractor equipment, allowing us to provide the most efficient and economical full-time service to all of our customers throughout Florida.

A majority of our water well assessment and rehabilitation services are currently provided to County municipalities. Our services range from well development, well pump testing, well inspections, well video loggings, well chlorination and acidizing well clean outs. Depending on the application for well rehabilitation services, we may also utilize our AirBurst® technology machinery that uses compressed air to dislodge debris caused by mineral buildup inside the well.

We have highly-trained staff members who are experienced, professional and ready to serve our customers. Our drilling crews and pump service crews take pride in their work and are always striving to ensure our customers are satisfied with our services and products.

As a full-service company, we have the capabilities to provide the kind of personal attention everyone expects and deserves. We welcome the opportunity to demonstrate our ability to handle your project professionally and at a highly competitive price.

Over the years, TWP has provided its services to St. Johns County and we appreciate the working relationships we have developed with the SJC Utilities Department. Our company has the experience and capabilities to perform all the related water well assessment work and the rehabilitation services sought under this RFQ and know that we can be beneficial to you in servicing and maintaining your water well systems.

Thompson Well & Pump, Inc.

Primary Contact: Jerry E. Thompson, Jr., President
Email: thompsonwell@bellsouth.net

RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc

**Attachment "A-2"
LICENSE/CERTIFICATION LIST**

In the space below, list all current specified licenses and certifications and *attach a copy of each to this form.*

License Name	License #	Issuing Agency	Expiration Date
Water Well Contractor	Jerry E. Thompson, Jr. 7157	State of Florida	July 31, 2015
Volusia Business License	200204100002	County of Volusia, Florida	September 30, 2014
IGSHPA Member	21912-1007	The International Ground Source Heat Pump Assoc.	December 31, 2014
IGSHPA Accredited Installer	16733-10077	The International Ground Source Heat Pump Assoc.	December 31, 2014
NWGA Member	300281	National Ground Water Assoc.	October 2014
FRWA Member		FL Rural Water Assoc.	October 2014
FGWA Member	333	FL Ground Water Assoc.	December 2013
Certified Welder	SMAW-001	CTL Testing Laboratories	N/A



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Jerry E. Thompson Jr.

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License 7157 Expires July 31, 2015

Carl Samberg Jr.

DISTRICT CERTIFICATION OFFICER

The State of Florida

Has Determined That

JERRY EUGENE THOMPSON, JR.

Is Qualified AS A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES.

In The

State of Florida

And Hereby Issues

License Number

7157

Water Management District

ST. JOHNS RIVER

Issued By The

Jerry Thompson

A.D.

JUNE, 1994

This 7TH Day Of

2013/2014

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Volusia County
FLORIDA

Receipt # 200204100002 Expires: September 30, 2014
Business Location: 219 SPRING GARDEN AV

Business Name: THOMPSON WELL & PUMP, INC
Owner Name: JERRY THOMPSON
Mailing Address: PO BOX 371
DELAND, FL 32721-0371

<u>BUSINESS TYPE</u>	<u>CODE</u>	<u>COUNT</u>	<u>TAX</u>
Well Drilling Contractor	301WD	3	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Thompson Well & Pump, Inc.
 219 S. Spring Garden Avenue, Deland, FL 32720 ~ P.O. Box 371 Deland, FL 32721-0371
 Tel. # 386-740-0180 ~ Fax # 386-740-1753
 www.ThompsonWell.com




The International Ground Source Heat Pump
 Association hereby confirms

Jerry E. Thompson, Jr.
 as an Accredited Installer

Membership ID	Accreditation ID
21912-1007	16733-1007

Expires

"Down to Earth Energy" 12/31/2014 Established 1984

	G-T-L	7752 Macgregor Rd. Orlando, Florida 32802 (407) 266-7700 Fax (407) 266-7701
WELDER INFORMATION CARD		
Company: <u>Jerry Thompson Well & Pump, Inc.</u>		
Welder: <u>Jerry Thompson</u>		ID #: <u>N/A</u>
Procedure #: <u>SMAW-001</u>		Rev.#: <u>0</u> Process: <u>SMAW</u>
Position (s) Tested: <u>2G (Horizontal)</u>		Code: <u>AWS D1.1</u>
Thickness Tested: <u>.237"</u>		Diameter Tested: <u>4"</u>
Groove Weld: <input checked="" type="checkbox"/> Fillet Weld: <input type="checkbox"/> Backing: <u>None</u>		
Material: Alum; <input type="checkbox"/> Carbon; <input checked="" type="checkbox"/> Stainless; <input type="checkbox"/> Other;		
Date of Test: <u>7/17/03</u> Qualification By: <u>Procedure</u>		



THE

NATIONAL GROUND WATER ASSOCIATION

acknowledges that

Jerry Thompson

is a member dedicated to advancing the expertise of all ground water professionals and to furthering ground water awareness and protection through education and outreach.



Dennis Dwyer, CWSP
NGWA President



National Ground Water Association
601 Dempsey Rd.
Westerville, OH 43081
Phone: 800 551.7379 or 614 898.7791
Fax: 614 898.7786
Web: www.ngwa.org
Email: ngwa@ngwa.org

Jerry E. Thompson

Member Number **3000281**

Membership Expiration **10/2014**

CONPR

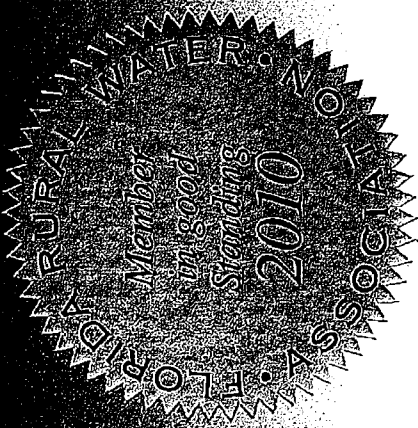
FLORIDA RURAL WATER ASSOCIATION



Hereby certifies that

Thompson Well & Pump, Inc.

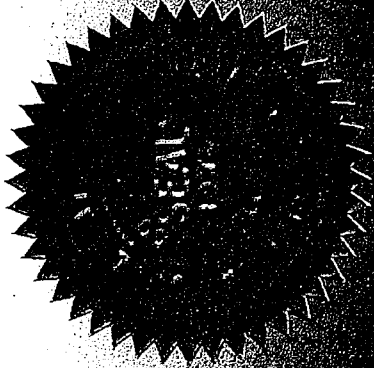
Is an Associate Member of the Association as of November 25, 2009 and is entitled to all the rights and privileges thereof.



President

Secretary

Executive Director



State of Florida

Department of State

I certify from the records of this office that THOMPSON WELL & PUMP, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 1999, effective August 23, 1999.

The document number of this corporation is P99000076300.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 10, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Tenth day of January, 2013*



Ken DeFoner
Secretary of State

Authentication ID: CC7353536771

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

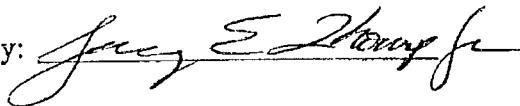
RFQ 14-11 –Water Well Assessment & Rehabilitation Services for (SJC Utility Dept.)

Company Name: Thompson Well & Pump, inc.

ATTACHMENT "A-3"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

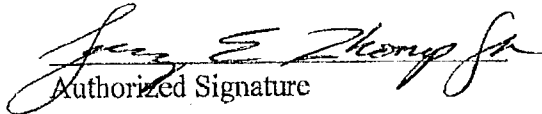
By: 

Jerry E. Thompson Jr.

Printed Name & Title

October 30, 2013

Date


Authorized Signature

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

**Attachment “B”
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)**

1. Name of Project: Water Conserv II - Well #'s 1W-1, 1W-2, 4W-2 PO# 27215
Project Description: The pulling and removable of vertical turbine pumps and motors, transport to repair facility, and the reinstallation of pumps and motors after repairs.

Owner Name: City of Orlando Florida & Orange County Government Florida
Contact Name, Title: Bob Sinatra / Maintenance Chief
Phone # & Email Address: Office: (407) 656-2332 ext. 225 Cell: (407) 509-4573 / bob.sinatra@waterconservil.com
Dollar Value of Project: \$ 13,200.00
Completion Date of Project: 9/19/2013

2. Name of Project: City of Longwood - Well # 3 at WTP 2 PO# 015206
Project Description: Pull and remove Well # 3 pumping equipment . Furnish and supply new Goulds 60 HP pump, motor. Includes reinstallation of pumping equipment and components.

Owner Name: City of Longwood Florida
Contact Name, Title: Richard Kornbluh / Utilities Manager / Public Works Dept.
Phone # & Email Address: (407) 263-2388 / rkornbluh@longwoodfl.org
Dollar Value of Project: \$19,500.00
Completion Date of Project: 9/23/2013

3. Name of Project: City of Edgewater - Well # 8 - Rework 30HP Motor PO# 008089& F03468
Project Description: Remove 30HP Vertical Turbine pump for inspection and recommendations for repair. Rework 30HP motor, replace 6" Column pipes, bowl assembly, motor shaft, and cone strainer and sandblast existing discharge head, primed and painted. Reinstalled pumping equipment.

Owner Name: City of Edgewater Florida
Contact Name, Title: Bob Polizzi / Water Plant Superintendent
Phone # & Email Address: (386) 424-2490 ext.4031 / rpolizzi@CITYOFEDGEWATER.ORG
Dollar Value of Project: \$ 15,245.00
Completion Date of Project: 12/26/2012

Attachment “B” con’t

PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

4. Name of Project: City of Sanford- Hidden Lakes Well # 7- Pull Replace Sub. pump motor PO# 032895

Project Description: Emergency repair on submersible well pump motor. Furnish and install galvanized drop pipe, with sole plate adapter on well head. Pull existing 10HP motor. Furnish and install replacement 10 HP pump, and motor.

Owner Name: City of Sanford Florida

Contact Name, Title: Richard Casella / Utility Plants Manager

Phone # & Email Address: (407) 688-5095 / RICHARD.CASELLA@Sanfordfl.gov

Dollar Value of Project: \$8,620.00

Completion Date of Project: 5/29/2012

5. Name of Project: County of Volusia - Halifax Well # 2 - Emergency repair PO# E99514AK

Project Description: Removal and replacement of submersible motor. Furnish and install 105' # 10-3 Submersible Pump Cable. Furnish and install new 7.5HP Franklin Motor.

Owner Name: County of Volusia Florida

Contact Name, Title: Scott Heil / Utility Operations Manager

Phone # & Email Address: (386) 822-6465 / SHeil@volusia.org

Dollar Value of Project: \$ 2,600.00

Completion Date of Project: 10/09/2013

6. Name of Project: City of Winter Park Florida - Island Lakes 30HP Well Pump Repairs

Project Description: Pull 30HP Irrigation Well Pump. Determine/Report any repairs needed for 30HP Well Pump. Furnish and Supply Parts: 30HP Franklin Motor, 4" Certa-Lok Drop Pipe, 4" Flo-Matic Check Valve, 4" Certa-Lok SS Drop Pipe Adapters, SS Cable/ Connect to sole plate and pump. Sandblast Well sole plate and paint with Rustoleom.

Owner Name: City of Winter Park Florida

Contact Name, Title: Gary Heller / Division Chief W & WW Treatment

Phone # & Email Address: (407) 599-3538 / GHeller@cityofwinterpark.org

Dollar Value of Project: \$ 16,200.00

Completion Date of Project: 9/27/2012

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

7. Name of Project: City of Winter Park - Well # 14 - Well Pump Repairs
Project Description: Pull Well # 14, and 12" Vertical Line Shaft Pump. Repair and Replace Worn Parts: Spider Bearings and Shaft Sleeves. Reinstallation of pump after repairs and complete re-startup of well.

Owner Name: City of Winter Park Florida
Contact Name, Title: Gary Heller / Division Chief W & WW Treatment
Phone # & Email Address: (407) 599-3538 / GHeller@cityofwinterpark.org
Dollar Value of Project: \$ 10,868.00
Completion Date of Project: 8/30/2012

8. Name of Project: City of Longwood - Well # 2 - WTP 1 - Goulds Pump / 30HP US Motor PO# 014636
Project Description: Repair well # 2. Installation of Goulds Pump - 4 Stage, 30HP 1800RPM Premium Efficiency Motor, Discharge head, Head Shaft W/ Nut Key and Slinger, Discharge column, 416SS Line Shaft assembly W/ Insert, Couplings, Top Column, 416SS Line Shaft Assembly W/ Sleeve, Coupling, Tail Pipe, and Galvanize Cone Strainer. Removal and Reinstallation of Pumping Equipment. Complete video of well casing.

Owner Name: City of Longwood Florida
Contact Name, Title: Richard Kornbluh / Utilities Manager
Phone # & Email Address: (407) 263-2388 / rkornbluh@longwoodfl.org
Dollar Value of Project: \$ 22,150.00
Completion Date of Project: 3/12/2012

9. Name of Project: Volusia- University High School- Modify Intake Well # 2 PO# 0000174807
Project Description: Pull well pump and pipe. Replace gasket and repair bolts. Preform downhole Video Inspection. Preform AirBurst to airlift dislodge debris. Inspect and Remove Well Screen.

Owner Name: The School Board of Volusia County, Florida
Contact Name, Title: Lary Hood / Sr. Construction Project Manager
Phone # & Email Address: (386) 947-8786 ext. 50819 / lmhood@volusia.K12.fl.us
Dollar Value of Project: \$ 12,450.00
Completion Date of Project: 10/18/2013

Attachment "B" con't
PREVIOUS PROJECT EXPERIENCE (Non St. Johns County)

10. Name of Project: City of Winter Park - Well # 13 - Repair Vertical Line Shaft Pump
Project Description: Pull Existing Pumping Equipment and Reinstall New Replacement Parts. Pull Well # 13-12" Vertical Line Shaft Pump, and Provide Inspection for Repairs. Reinstall Vertical Line Shaft Pump Complete new Replacement parts: Head Shaft SPL, OD Shaft Sleeves, and Stuffing Box Assembly.
Owner Name: City of Winter Park Florida
Contact Name, Title: Gary Heller / Division Chief W & WW Treatment
Phone # & Email Address: (407) 599-3538 / GHeller@cityofwinterpark.org
Dollar Value of Project: \$ 8,868.00
Completion Date of Project: 4/26/2012

NOTE: Photos can be attached but should be clearly marked with Project Name & Date

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment "C"

PREVIOUS PROJECT EXPERIENCE (St. Johns Co Board of County Commissioners)

1. Name of Project: Well TR-42 Emergency Rehabilitation Project Number : 12-62
Project Description: Drill out Collapsed Borehead. Furnish and Complete Acidization of Well
(Estimated 2000 Gallons). Furnish and Install test pump Equipment and Remove. Complete Well
Development and Post Well Step Rate Pumping Test. Complete Downhole Video.

Owner Name: St. Johns County Board of County Commissioners
Contact Name, Title: Larry Miller / Chief Engineer / SJC Utility Dept.
Phone # & Email Address: (904) 209-2624/miller@sjcfl.us
Dollar Value of Project: \$ 45,350.00
Completion Date of Project: 9/25/2012

2. Name of Project: Innlet Beach WTP Well # 1 Modifications PO#: Misc II
Project Description: Remove Existing vertical turbine pump assembly and motor. Modifications to well
head to preform geophysical loggings, color video, dynamic logs for fluid resistivity, single point resistance
flow and temperature.

Owner Name: St. Johns County Board of County Commissioners
Contact Name, Title: Scott Trigg / P.E / SJC Utility Dept.
Phone # & Email Address: (904) 209-2622 / Strigg@sjcfl.us
Dollar Value of Project: \$ 7,500.00
Completion Date of Project: 7/25/2011

3. Name of Project: TR-49- Removal of Pump & Reinstallation of Pump PO# 20111169
Project Description: Remove Pump with Crane. Teardown and Inspection of components. Installation
and reassembly of pump. Furnish and Install a new 357 Danfoss Foot Valve assembly using stainless
steel bolts.

Owner Name: St. Johns County Board of County Commissioners
Contact Name, Title: Scott Trigg/ P.E / SJC Utility Dept.
Phone # & Email Address: (904) 209-2622 / Strigg@sjcfl.us
Dollar Value of Project: \$ 7,500.00
Completion Date of Project: 11/24/2010

RFQ 14-11 --Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment "D-1"

LETTER OF BONDABILITY (on Surety Letterhead from Surety not Agent)
(Attach or insert copy here)

Attached

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Email: uwservices@cnasurety.com

October 23, 2013

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

To Whom It May Concern:

Re: File #71474388 - Thompson Well & Pump, Inc.
Letter Of Bondability
Company Code: 601 - Western Surety Company

We are the surety for Thompson Well & Pump, Inc.

It is our intention to provide bonds for single jobs up to \$350,000 or an aggregate amount up to \$350,000 on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to Western Surety Company (WSC), a subsidiary of CNA Surety. WSC A.M. Best Rating is A (Excellent) with a FSC XII. WSC Treasury rating is \$104,446,000.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute this bond.

If you have any questions, please contact our office.

Sincerely,



Steve Moe
Underwriting Consultant

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment “D-2”

CERTIFICATES OF INSURANCE
(Attach or insert copy here)

Attached



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

10/30/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkhill Insurance Agency, LLC 20 South Bumby Avenue Orlando, FL 32803 Scott Corkhill, AAI #A054965	Phone: 407-898-8891 Fax: 407-898-8813	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: THOMP-9	FAX (A/C, No):																				
	INSURED Thompson Well & Pump, Inc. PO Box 371 Deland, FL 32721		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Auto-Owners Insurance Company</td> <td></td> <td>18988</td> </tr> <tr> <td>INSURER B: Southern Owners Ins Company</td> <td></td> <td>10190</td> </tr> <tr> <td>INSURER C: Westchester Fire Insurance Co</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Auto-Owners Insurance Company		18988	INSURER B: Southern Owners Ins Company		10190	INSURER C: Westchester Fire Insurance Co			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A: Auto-Owners Insurance Company		18988																					
INSURER B: Southern Owners Ins Company		10190																					
INSURER C: Westchester Fire Insurance Co																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		72597063	01/23/13	01/23/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
C	Pollution			G27153549001	08/05/13	08/05/14	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			4265561500	01/23/13	01/23/14	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB			42-655-615-01	01/23/13	01/23/14	Emp Ben. \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				BODILY INJURY (Per person) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
A	Rented/Leased Equi			72597063	01/23/13	01/23/14	PROPERTY DAMAGE (Per accident) \$
A	Installation			72597063	01/23/13	01/23/14	PIP \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 St. John's County Water Well Assessment & Rehabilitation Services. REQ NO: 14-11
 St John's County is named as additional insured on general liability and auto liability when required by written contract.

CERTIFICATE HOLDER STJOHN3 St. Johns County, a political subdivision of the State of Florida 500 San Sebastian Way St. Augustine, FL 32804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Scott Corkhill</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 01-23-2013

AGENCY THOMAS E CORKHILL INSURANCE AGENCY
12-0378-00 MKT TERR 051 (407) 898-8891
INSURED THOMPSON WELL & PUMP INC

POLICY NUMBER 014682-72597063-13

ADDRESS PO BOX 371
DELAND, FL 32721-0371

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
01-23-2013	^{to} 01-23-2014

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000
Employee Benefits Aggregate	1,000,000
Employee Benefits Occurrence	1,000,000

Commercial General Liability Plus Endorsement

Damage to Premises Rented to You	300,000	Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)		
Medical Payments	10,000	Any One Person
Hired Auto & Non-Owned Auto	1,000,000	Each Occurrence

Expanded Coverage Details See Form:

- Extended Watercraft
- Personal Injury Extension
- Broadened Supplementary Payments
- Broadened Knowledge Of Occurrence
- Additional Products-Completed Operations Aggregate
- Blanket Additional Insured - Lessor of Leased Equipment
- Blanket Additional Insured - Managers or Lessors of Premises
- Newly Formed or Acquired Organizations Extension
- Blanket Waiver of Subrogation

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) IL0021 (11-85) IL0017 (11-85)
55146 (06-04) 55188 (09-04) 55238 (06-04) 55300 (07-05) 55371 (01-07)
55373 (01-07) 55122 (12-04) 55296 (09-09) 55531 (06-11) 55091 (10-08)
CG0220 (03-12)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 003 BLDG 001 219 S Spring Garden Ave
DeLand, FL 32720-6139

TERRITORY: 006 COUNTY: Volusia

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the Insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of Insurance shown in the Declarations.

- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the Insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of Insureds or Additional Insureds.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g., exclusion (2)** is deleted and is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this Item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

- 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured

other than "properly damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

- (1) An "employee" of the Insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.

- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.

- c. Your members if you are designated in the Declarations as a limited liability company.

- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.

- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (1) Such person; or

- (2) Any partner or "executive officer" of yours or a member of his or her household; or

- (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

- d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY and SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE:**

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under SECTION V - DEFINITIONS, 15. "Personal injury" is deleted and replaced by the following:
 15. "Personal Injury" means, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy; or
 - f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of

Occurrence, Offense, Claim Or Suit, the following paragraph is added:

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in 7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

- (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

(a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

(b) Cracking, settling, expansion or shrinking;

(c) Smoke or smog;

(d) Birds, insects, rodents or other animals;

(e) Wear and tear;

(f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

(g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

1) You make a reasonable effort to maintain heat in the building or structure; or

2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Water that backs up from a drain or sewer;

(b) Mud flow or mudslide;

(c) Volcanic eruption, explosion or effusion;

(d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

(e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

(f) Water under the ground surface pressing on, or seeping or flowing through:

1) Walls, foundations, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 1982, 1988, 2002, 2004

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the Insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions, applicable to this provision only:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WorkComp Solutions, Inc. P.O. Box 24987 Lakeland, FL 33802 www.workcompsolutions.cc INSURED Thompson Well and Pump, Inc. P. O. Box 371 Deland FL 32721	CONTACT NAME:	
	PHONE (A/C, No, Ext): 863-646-4642	FAX (A/C, No): 863-646-3521
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bridgefield Employers Insurance Co.	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18186067 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Aty one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A		0830-43923	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 day Notice of Cancellation Applies.
 St. Johns County Water Well Assessment & Rehabilitation Services. RFQ NO: 14-11

CERTIFICATE HOLDER St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Darrell J. Mills

© 1988-2010 ACORD CORPORATION. All rights reserved.

Claims/Litigations

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes x No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \$48,434.29 Name (s) of the attorneys representing all parties
Thompson Well - Attorney Barry Kalmanson, Esquire / Florida Power Corporation - Attorney Lannie D Hough, Jr., Esquire

Amount actually recovered, if any \$20,000.00

Name(s) of the project owner(s)/manager(s) to include address and phone number

Florida Power Corporation a Florida Corporation d/b/a PROGRESS ENERGY FLORIDA, INC., and Toomer & Associates, Inc.

Tony Lineback, Manager Sourcing Generations (919) 546-7407
Progress Energy Service Company, LLC PO Box 1551, Raleigh, NC 27602
2. List all pending litigation and or arbitration. N/A William G. Toomer (Prime Contractor)
2676 Saturn Rd., Brooksville, FL 34604
(352) 544-1256

3. List and explain all litigation and arbitration within the past five (5) years- pending, resolved, dismissed, etc. TWP filed a Claim of Lien to recover monies owed for labor and materials for worked performed at the Progress Energy Hines Plant in Bartow, FL. TWP was a subcontractor working under Toomer & Associates, Inc. Due to a failure for proper approval for Change Order to cover the additional work performed by TWP the Owner refused to pay the Prime Contractor. TWP sought relief and settled for \$20,000 to recover some of the company's losses. CASE RESOVLED.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No x If yes, please explain in detail:

For all claims filed against your company within the past five(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? N/A

List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X
If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ 14-11 -Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

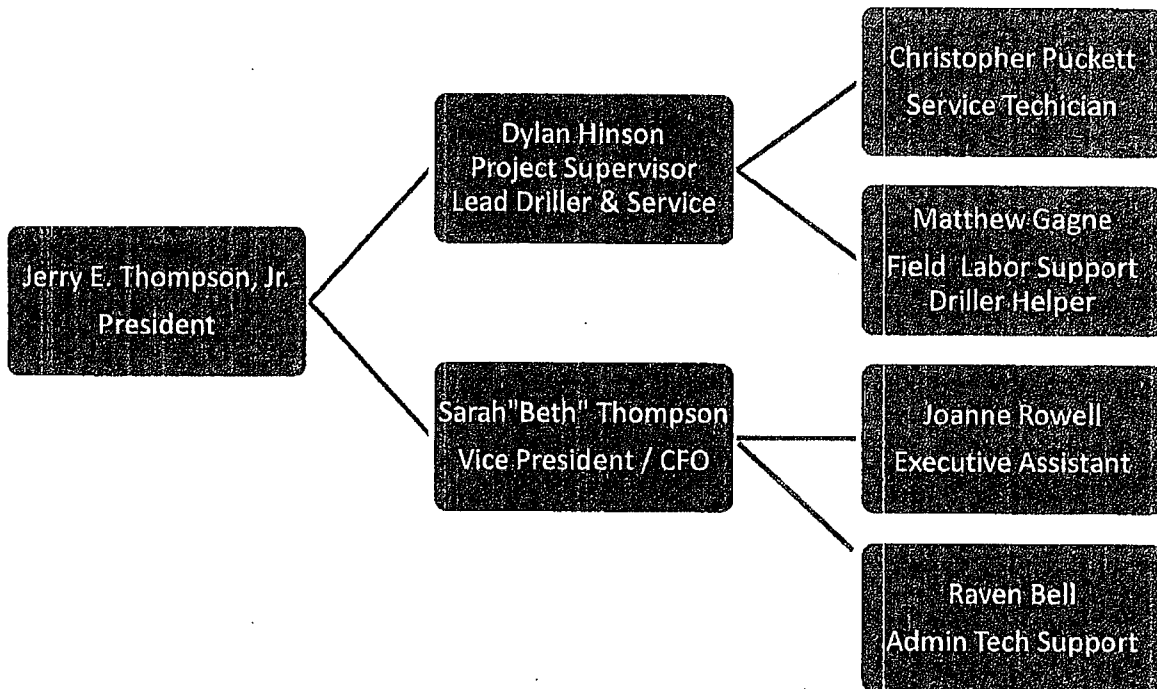
Attachment "E-1"

COMPANY ORGANIZATION CHART

(Attach or insert copy here)

Attached

THOMPSON WELL & PUMP, INC.



RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment “E-2”

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs Experience
Jerry E. Thompson, Jr.	President	18	27
Dylan C. Hinson	Project Supervisor / Driller	3	13

Jerry E. Thompson, Jr.

219 S. Spring Garden Avenue • Deland, FL 32720 • (386) 740-0180 • thompsonwell.com

BUSINESS OWNER

• President and owner of Thompson Well and Pump, Inc., established in 1994, incorporated in 1999 with a 18-year record of success overseeing all phases of a medium business operation with annual revenues ranging above \$1.2 million. • Managing the water well drilling construction and operations performed for multimillion-dollar construction, infrastructure, and environmental projects for government and private-sector clients. • Managing drilling crews operating 4 drill rig machines with numerous support vehicles and equipment used to achieve water well projects ranging in size from 4" up to 36." • Construction includes public supply, Geo-thermal well systems, monitor wells, drainage wells, test wells, well abandonment, including all phases of well assessment and rehabilitation services and vertical turbine pump installations. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions managing as the Prime Contractor or Subcontractor.

Key Skills

-- Well Construction Projects/ 4" to 36" -- Site Safety/OSHA Compliance -- Budgeting & Cost Controls
-- Infrastructure Improvement Projects -- Training/Supervisor Manager -- Bidding/Estimating/Proposals
-- Environmental/Geo-thermal Projects -- Change Order Management -- Subcontractor/Crew Supervision

Employer Summary

THOMPSON WELL AND PUMP, INC. (DELAND, FL) – President / Owner, 9/94 to Present

Business owner operating and maintaining a water well construction company. Running projects based on the scope of work either as the Prime Contractor or Subcontractor. Designed and consulted with engineers to determine water well systems and applications for various projects. Continuing to expand business opportunities as the exclusive dealer using AirBurst® Technology for water well rehabilitation and development and construction of Geo-thermal well systems. Provides Period Well Inspections using a R-Cam 1000 high resolution video camera to conduct pre and post videos of all types of well systems to determine well conditions and provide recommendations to resolve problems associated with the water well's production.

LOCKE WELL AND PUMP, INC. (Orlando, FL) – Head Driller / Service Technician, 1992 to 1994

Responsible for the water well drilling operations, securing permits, maintaining field reports, sales, estimating materials, customer estimates, managed driller helper, reporting directly to the owner and service manager.

MOCK WELL DRILLING, (Waycross, GA) – Head Driller / Helper, 1989 to 1991

Driller Helper promoted to Head Driller ran drilling crew, and maintained, repaired equipment.

Project Highlights

Infrastructure and Environmental Projects • Budgets: \$3K to \$1.5M

Constructed four 12" Wells designed for Geo-thermal chiller system to include three 14" injections wells, including monitor wells, various public supply and production wells systems from 4" up to 36", fire well systems, and drainage wells. Also, serves private clients, builders, and business entities to construct public supply wells, residential wells, and irrigation wells, providing recommendations required for each type of application. Provides water testing, well inspections and provides preventative well maintenance programs. Water well rehabilitation and well development by scrubbing and using acid applications recommending using our AirBurst® Technology as the first method, using airburst for rock and screened wells since 1/08 on 9 wells with significant improves shown restoring or improving the wells capacity.

Education & Certifications

WARE COUNTY HIGH SCHOOL - Graduate 1988, FL Water Well Contractor License # 7157 - 1994, CTL Certified Welder - 2003, International School of Well Drilling (CEC) -1996, 1998, 2001, 2003, 2005, 2007, 2009, 2011, 2013, International Ground Source Heat Pump Association (IGSHPA) Member and Accredited Installer - 2007-Present, National Ground Water Association, Florida Ground Water Association and Florida Rural Water Association Member. Certified in Construction Safety & First Aid/CPR.

DYLAN C. HINSON
Thompson Well & Pump, Inc.
1076 Reynolds Road
De Leon Springs, Florida 32130

Objective: Proudly being part of Thompson Well & Pump, Inc. and their vision to promote excellence in well drilling and in promoting outstanding well services to future and past customers.

Professional Experience:

Thompson Well & Pump, Inc. **Deland, FL.** August 2011 to Present

Project Supervisor / Lead Driller / Service Technician

Primary Duties:

- Lead driller; responsible for all phases of drilling and construction of wells.
- Manage drill crew; delegate tasks and ensure projects progress is within time schedules
- Conduct weekly safety meetings
- Correspond with President daily to communicate job progress
 - Responsible for all technical aspects of construction: Casing alignment and check
 - Drilling and data logging
 - Maintain Daily Reports
- Lead service technician, responsible for all phases of pulling pumping equipment, inspection, and reinstallation of pumping equipment.
 - Setup and operate AirBurst Technology equipment for well development and rehabilitation
 - Setup and operate TC-3400 Truck Crane for pulling Vertical Turbine Pumps, Motors
 - Setup and operate R-Cam 100 Dual-Cam Downhole Video Inspection System Camera
 - Perform Water Well Inspection and Reporting
 - Setup and conduct water well pump testing and water sampling

Education:

On the job training courses for time management, driller's excellence, mud control, safety standards and pump service, repairs and troubleshooting.

Ware County High School, 1995

References: Available upon request

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

Attachment “E-3”

EQUIPMENT LIST

In the space below, list all equipment owned or leased including company vehicles that may be utilized to perform the required scope of services. (Use additional pages if needed)

Make of Equip (eg. John Deere)	Model (eg. LT303 Trencher)	Model Year	Owned or Leased
Ford	F550 Truck w/ 5T Smeal Derrick	2008	Owned
Ford	F550 Super Duty Truck	2011	Owned
Freightliner	TC-3400 Crane Truck	1997	Owned
AutoCar	Truck w/ Speedstar 15ll Drill Rig	1988	Owned
Ford	LNT9000 Truck (Water)	1996	Owned
John Deere	JD301E Backhoe	2005	Owned
Detroit	15T4 Air Compressor / AirBurst	2008	Owned
Laval	R-Cam 1000 Dual-Cam Downhole Video Camera	2010	Owned

RFQ 14-11 –Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

“F”- Quality of Submittal

All RFQ Submittals shall be organized, labeled and submitted in exact number, order and format as shown in Section III.

All packages shall be mailed or delivered in a **sealed** box or envelope and contain **one (1) original and five (5) copies for a total of six (6) sets.** Each box or envelope shall be clearly marked on the outside with the submitting company’s full company name and full company address **AND** marked with “RFQ 14-11 -- Water Well Assessment & Rehabilitation Services(SJC Utility Dept)”.

All packages shall be mailed or delivered to: Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept, located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, FL 32084, main phone # (904) 209-0150 and are due no later than 4:00 p.m. (EST), Thursday, October 24, 2013.

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

Company Name: Thompson Well & Pump, Inc.

“G” - PROJECT REFERENCES

1. Name of Project: City of Longwood - Well # 3 - WTP 2 / Furnish and Supply new 60HP pump, motor
Owner Name: City of Longwood, Florida
Contact Name, Title, Phone #, Email: Richard Kornbluh, Utilities Manager / Public Works Department
(407) 263-2388 www.rkornbluh@longwoodfl.org
Dollar Value of Project: \$19,500.00
Completion Date of Project: 9/23/13

2. Name of Project: City of Edgewater, Florida - Well # 8 - Rework 30HP Motor and Components
Owner Name: City of Edgewater, Florida
Contact Name, Title, Phone #, Email: Robert Polizzi, Water Plant Superintendent
(386) 424-2490 x 4031 www.rpolizzi@cityofedgewater.org
Dollar Value of Project: \$15,245.00
Completion Date of Project: 12/26/12

3. Name of Project: Water Conserv II - Wells 1W-1, 1W-2, 4W-2 / Removal, and Reinstallation
Owner Name: City of Orlando, FL and Orange County Government, Florida
Contact Name, Title, Phone #, Email: Bob Sinatra, Maintenance Chief
(407) 656-2332 x 225 www.bob.sinatra@waterconservii.com
Dollar Value of Project: \$13,200.00
Completion Date of Project: 9/19/23

4. Name of Project: City of Winter Park, Florida - Island Lakes 30HP Well Pump Repairs
Owner Name: City of Winter Park, Florida
Contact Name, Title, Phone #, Email: Gary Heller, Division Chief Water and Waste Water Treatment
(407) 599-3538 www.gheller@cityofwinterpark.org
Dollar Value of Project: \$16,200.00
Completion Date of Project: 9/27/2012

5. Name of Project: County of Volusia, Florida - Halifax Well # 2 - Emergency Repair
Owner Name: County of Volusia, Florida
Contact Name, Title, Phone #, Email: Scott Heil, Utility Operations Manager
(386) 822-6465 www.sheil@volusia.org
Dollar Value of Project: \$2,600.00
Completion Date of Project: 10/09/2013

NOTE: Only those projects shown on this page will be contacted to qualify for points in this category

IV - CHECKLIST/SCORING WORKSHEET
FOR RFQ 14-11 Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

	ATTACHMENT NAME and #	CHECK BOX	For St. Johns Co. Use Only
	Qualification Cover Page		
	Qualification Certification		
	Affidavit of Solvency		
A. Company Qualifications	A-1 - Letter of Introduction & Interest		
	A-2 - License/Certifications List		
	A-3 - Certificate of Compliance w/Florida Trench Safety Act		
B. Previous Project Experience	B - Project Experience (Non St. Johns County)		
C. Previous Project Experience	C - Project Experience (St. Johns County Board of County Commissioners)		
D. Financial Capability	D-1 - Letter of Bondability		
	D-2 - Certificates of Insurance		
	D-3 - Claims/Liens/Litigation History		
E. Company Organization & Resources	E-1 - Company Organization Chart		
	E-2 - Key Personnel		
	E-3 - Equipment List		
F. RFQ Submittal	One (1) original & five (5) copies in content and format specified		
G. Project References	G - Project Reference List		
		Total Score	



DRAFT

MASTER CONTINUING CONTRACT AGREEMENT
RFQ No.: 14-11
Water Well Assessment & Rehabilitation Services (SJC Utility Dept)

This Contract Agreement is made as of this _____ day of _____, 2013, by and between **St. Johns County, FL**, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Partridge Well Drilling Co., Inc**, a corporate entity authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 4744 Collins Road, Jacksonville, FL 32244 and whose Phone: (904) 269-1333 and Fax: (888) 761-8201.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to generally furnish all labor, materials, equipment and any other items necessary to provide Well Assessment & Rehabilitation Services in the form of initial assessment inspections; performance of repairs and/or rehabilitation of well and associated well pumping appurtenances; emergency repairs (as needed) in accordance with RFQ 14-11 Contract Documents which include the Request for Qualifications (RFQ), Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at any St. Johns County Facility, provided by the CONTRACTOR, shall be under the general direction of the St. Johns County Utility Department authorized designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the Services required under this Contract according to each schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY as stipulated in the bid documents for Services satisfactorily performed, and materials satisfactorily delivered, after the materials and Services have been provided. The COUNTY shall pay to the Contractor in accordance with the Fee Schedule attached to this Contract Agreement (see Exhibit A-1").
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that Services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all Services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) consecutive calendar days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

This Contract may be terminated with cause by the COUNTY upon the COUNTY providing fourteen (14) days advance written notice to the CONTRACTOR of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

The COUNTY may grant the CONTRACTOR a period of seven (7) days in which to cure the cause for termination. In the event that the CONTRACTOR fails to take satisfactory measures to cure such cause as determined by the COUNTY, then this Contract shall terminate with no further notice to the CONTRACTOR. Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The CONTRACTOR is not permitted to utilize sub-contractors for any aspect of the Services required under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

B. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work Services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or Services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records,

and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 – DURATION AND EXTENSION

This Contract shall be effective as shown on Page 1 of this agreement for and initial period of three (3) years and may be extended for up to a maximum of two (2) two (2) year terms upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services noted in this Contract.

ARTICLE 24 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion

of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Contract, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32086
Attn: Dawn Cardenas, Purchasing Manager

and if sent to the CONTRACTOR shall be mailed to:

Partridge Well Drilling Co., Inc.
Attn: **Pat Partridge, President**
4744 Collins Road
Jacksonville, FL 32244

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – PUBLIC RECORDS

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

St. Johns County, FL:

Dawn Cardenas, Purchasing Manager

Date of Execution

ATTEST:
CHERYL STRICKLAND, CLERK

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Senior Assistant County Attorney

Date of Execution

CONTRACTOR:

Partridge Well Drilling Co., Inc. (SEAL)
Company Name

Name (Type or Print)

X _____
Signature

Title

Date of Execution

EXHIBIT "A"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Fee Schedule as incorporated as Exhibit "A-1". All rates shown on Exhibit "A-1" shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

CONTRACT PRICING

The contract Fee Schedule shall remain firm throughout initial three (3) year contract term.



MASTER CONTINUING CONTRACT AGREEMENT
RFQ No.: 14-11
Water Well Assessment & Rehabilitation Services (SJC Utility Dept)

DRAFT

This Contract Agreement is made as of this _____ day of _____, 2013, by and between St. Johns County, FL, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Rowe Drilling Company, Inc, a corporate entity authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 149 Eason Drive, Pooler, GA 31322, P.O. Box 2526, Savannah, GA 31402 and whose Phone: (912) 965-0351 and Fax: (912) 966-2194.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to generally furnish all labor, materials, equipment and any other items necessary to provide Well Assessment & Rehabilitation Services in the form of initial assessment inspections; performance of repairs and/or rehabilitation of well and associated well pumping appurtenances; emergency repairs (as needed) in accordance with RFQ 14-11 Contract Documents which include the Request for Qualifications (RFQ), Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at any St. Johns County Facility, provided by the CONTRACTOR, shall be under the general direction of the St. Johns County Utility Department authorized designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the Services required under this Contract according to each schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY as stipulated in the bid documents for Services satisfactorily performed, and materials satisfactorily delivered, after the materials and Services have been provided. The COUNTY shall pay to the Contractor in accordance with the Fee Schedule attached to this Contract Agreement (see Exhibit A-1").
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that Services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all Services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) consecutive calendar days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

This Contract may be terminated with cause by the COUNTY upon the COUNTY providing fourteen (14) days advance written notice to the CONTRACTOR of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

The COUNTY may grant the CONTRACTOR a period of seven (7) days in which to cure the cause for termination. In the event that the CONTRACTOR fails to take satisfactory measures to cure such cause as determined by the COUNTY, then this Contract shall terminate with no further notice to the CONTRACTOR. Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The CONTRACTOR is not permitted to utilize sub-contractors for any aspect of the Services required under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

B. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work Services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or Services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records,

and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 - DURATION AND EXTENSION

This Contract shall be effective as shown on Page 1 of this agreement for an initial period of three (3) years and may be extended for up to a maximum of two (2) two (2) year terms upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services noted in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion

of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Contract, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32086
Attn: Dawn Cardenas, Purchasing Manager

and if sent to the CONTRACTOR shall be mailed to:

Rowe Drilling Company, Inc.
Attn: **Blake Hare, District Manager**
P.O. Box 2526
Savannah, GA 31402

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – PUBLIC RECORDS

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 -- SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

St. Johns County, FL:

Dawn Cardenas, Purchasing Manager

Date of Execution

ATTEST:
CHERYL STRICKLAND, CLERK

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Senior Assistant County Attorney

Date of Execution

CONTRACTOR:

Rowe Drilling Company, Inc. (SEAL)
Company Name

Name (Type or Print)

X _____
Signature

Title

Date of Execution

EXHIBIT "A"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Fee Schedule as incorporated as Exhibit "A-1". All rates shown on Exhibit "A-1" shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

CONTRACT PRICING

The contract Fee Schedule shall remain firm throughout initial three (3) year contract term.

DRAFT



MASTER CONTINUING CONTRACT AGREEMENT
RFQ No.: 14-11
Water Well Assessment & Rehabilitation Services (SJC Utility Dept)

This Contract Agreement is made as of this _____ day of _____, 2013, by and between St. Johns County, FL, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Thompson Well & Pump, Inc, a corporate entity authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 219 S. Spring Garden Avenue, DeLand, FL 32720 and whose Phone: (386) 740-0810 and Fax: (386) 740-1753.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to generally furnish all labor, materials, equipment and any other items necessary to provide Well Assessment & Rehabilitation Services in the form of initial assessment inspections; performance of repairs and/or rehabilitation of well and associated well pumping appurtenances; emergency repairs (as needed) in accordance with RFQ 14-11 Contract Documents which include the Request for Qualifications (RFQ), Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at any St. Johns County Facility, provided by the CONTRACTOR, shall be under the general direction of the St. Johns County Utility Department authorized designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the Services required under this Contract according to each schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY as stipulated in the bid documents for Services satisfactorily performed, and materials satisfactorily delivered, after the materials and Services have been provided. The COUNTY shall pay to the Contractor in accordance with the Fee Schedule attached to this Contract Agreement (see Exhibit A-1").
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that Services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all Services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) consecutive calendar days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

This Contract may be terminated with cause by the COUNTY upon the COUNTY providing fourteen (14) days advance written notice to the CONTRACTOR of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

The COUNTY may grant the CONTRACTOR a period of seven (7) days in which to cure the cause for termination. In the event that the CONTRACTOR fails to take satisfactory measures to cure such cause as determined by the COUNTY, then this Contract shall terminate with no further notice to the CONTRACTOR. Consistent with other provisions of this Contract, CONTRACTOR shall be compensated for any Services that are both authorized under this Contract and that are satisfactorily performed up to the termination of this Contract.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The CONTRACTOR is not permitted to utilize sub-contractors for any aspect of the Services required under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

B. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work Services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or Services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records,

and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 - DURATION AND EXTENSION

This Contract shall be effective as shown on Page 1 of this agreement for an initial period of three (3) years and may be extended for up to a maximum of two (2) two (2) year terms upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services noted in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion

of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Contract, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32086
Attn: Dawn Cardenas, Purchasing Manager

and if sent to the CONTRACTOR shall be mailed to:

Thompson Well & Pump, Inc.
Attn: **Jerry Thompson, Jr., President**
219 S. Spring Garden Avenue
DeLand, FL 32720

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – PUBLIC RECORDS

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

St. Johns County, FL:

Dawn Cardenas, Purchasing Manager

Date of Execution

ATTEST:
CHERYL STRICKLAND, CLERK

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Senior Assistant County Attorney

Date of Execution

CONTRACTOR:

Thompson Well & Pump, Inc. (SEAL)
Company Name

Name (Type or Print)

X _____
Signature

Title

Date of Execution

EXHIBIT "A"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Fee Schedule as incorporated as Exhibit "A-1". All rates shown on Exhibit "A-1" shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFQ 14-11 – Water Well Assessment & Rehabilitation Services (SJC Utility Dept.)

CONTRACT PRICING

The contract Fee Schedule shall remain firm throughout initial three (3) year contract term.