

RESOLUTION NO. 2019 - 239

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCEPTION TO POLICY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT WITH PARTRIDGE WELL DRILLING CO., INC FOR MISC. NO: 19-86; WELL TR43 CONSTRUCTION.

RECITALS

WHEREAS, the St. Johns County Utility Department ("SJCUD") has identified sand production issues in Well TR43, a permitted well located at the Tillman Ridge Wellfield, which has caused the well to be removed from service, and resulted in the wellfield not meeting the permitted water treatment capacity; and

WHEREAS, SJCUD has requested to enter into a contract with Partridge Well Drilling Co., Inc., to complete the required scope of work; and

WHEREAS, the project requires the contractor to furnish all labor, materials, equipment, and incidentals necessary for the abandonment of the existing well, and construction of a replacement well in the Tillman Ridge Wellfield according to the plans and specifications provided by CH2M Hill dated May 2019.

WHEREAS, the County's Utility Department obtained three (3) quotes, and requests to enter into a contract with the firm that submitted the lowest responsible quote to perform the work as referenced above; and;

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

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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 award and execute a contract with Partridge Well Drilling Co., Inc, for completion of the services, as specified, under Misc. No: 19-86; Well TR43 Construction.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Misc. No: 19-86.

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.

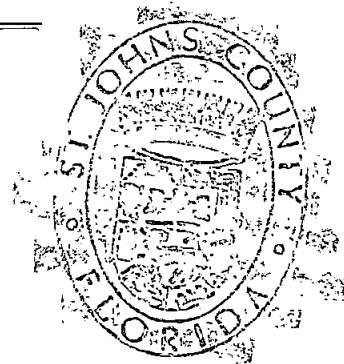
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of July, 2019.

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

By: Jeb S. Smith
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk
By: Pam Halterman
Deputy Clerk

RENDITION DATE 7/18/19





CONTRACT AGREEMENT
MISC 19-86; Well TR-43 Construction
Master Contract No: 19-MCS-PAR-10828

This Contract Agreement (“Agreement”) is made as of _____, 2019 by and between **ST. JOHNS COUNTY, FL** (“Owner”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Partridge Well Drilling Co., Inc.**, (“Contractor”), with offices located at: 4744 Collins Road, Jacksonville, FL, 32244, Phone: 904-268-1333, Fax: 904-269-8747, and E-mail: pat@pwwdfl.com, under seal for Construction of **MISC. NO: 19-86: Well TR43 Construction**, hereinafter referred to as the “Project”.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. **Duration.** This Agreement shall become effective upon signature by all parties (“Effective Date”), and shall be in effect through and until 11:59 PM Eastern Daylight Saving Time (EDST) on _____. The term of this Agreement may also be extended, as necessary to serve the needs of the County, as determined by the County. Any extension of this Agreement shall be at the option of the Owner, must be in writing, and agreed to by both parties.
2. **Scope of Services.** The Contractor’s responsibility under this Agreement is to “abandon and replace Tillman Ridge Well No. 43 (TR43), as stated in the Contractor’s proposal dated June 18, 2019.
3. **Contract Documents.** The term “Contract Documents” means and includes the following:
 - (1) CONTRACT AGREEMENT
 - (2) SUBMITTED PROPOSAL – Partridge Well Drilling Co., Inc. (dated: June 27, 2019)
 - (3) PLANS & SPECIFICATIONS (dated: May 2019)
 - (4) INSURANCE CERTIFICATE

All documents identified above are hereby incorporated into and made part of this Agreement.

4. **Commencement of Services.** Contractor shall commence the Services upon notification by the Owner and services shall be performed in accordance with the timeframe shown above. Authorization for any additional services beyond the Scope of Services provided herein shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
5. **Compensation.** The Owner shall compensate the Contractor a lump sum amount of **One Hundred Fifty Eight Thousand Four Hundred Thirty Two Dollars and Sixty Four Cents (\$158,432.64)** for the satisfactory completion of the required services. The Contractor shall submit an invoice to the County upon satisfactory completion of the work described herein.
6. **Permits and Licenses.** To the extent that the Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor’s sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
7. **Independent Contractor Status.** The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor’s employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind (legally or equitably), in any manner, whatsoever the Owner in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.
8. **Amendments to this Contract Agreement.** Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the

Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.

9. 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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

- 10. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
- 11. **Termination.** This Contract Agreement may be terminated with or without cause, by the Owner, upon twenty-four (24) hours prior written notice to the Contractor.

- 12. **Governing Law and Venue.** This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.
- 13. **Indemnity.** To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner from, and against, any, and all claims, liabilities and reasonable expenses associated with or growing from any act or omission on the part of the Contractor, its agents, employees and/or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.
- 14. **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 St. Johns 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 \$300,000 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.

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

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

- 15. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

MISC 19-86; Well TR-43 Construction

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract Agreement, **three (3) copies** of which shall be deemed an original on the date first above written.

Owner

St. Johns County, FL
(Typed Name)

By: _____
Signature

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name

Purchasing Manager
Printed Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts:

By: _____ (Seal)
Deputy Clerk

Date of Execution

Legally Sufficient:

By: _____
Assistant County Attorney

Date of Execution

Contractor

Partridge Well Drilling Co., Inc. (Seal)
(Typed Name)

By: _____
Authorized Representative Signature

Printed Name & Title

Date of Execution



ST. JOHNS COUNTY
UTILITY DEPARTMENT
1205 STATE ROAD 16
SAINT AUGUSTINE, FLORIDA 32084-8646

I N T E R O F F I C E M E M O R A N D U M

TO: David Pyle, Purchasing Coordinator
FROM: Barry Stewart, Water Division Manager
SUBJECT: Well TR 43 Abandonment and Replacement
DATE: June 24, 2019

Well TR 43 Abandonment and Replacement - Request for Approval (RFA)

The St Johns County Utility Department (SJCUD) is requesting approval to award the well construction contract for the abandonment and replacement of Well TR 43 in the Tillman Ridge Wellfield, which serves as the water supply for the CR 214 WTP. SJCUD requested and received three (3) quotes from local well contractors currently under it's well services contract and is recommending award to the low quote (\$153,818.00) submitted by Partridge Well Drilling Company.

SJCUD is requesting approval of the RFA for both public health and environmental reasons. Well TR 43 is an existing permitted well site that is not currently in service because of sand production issues. SJCUD tried to remove the sand within the well and prevent further sand production, however the effort was unsuccessful.

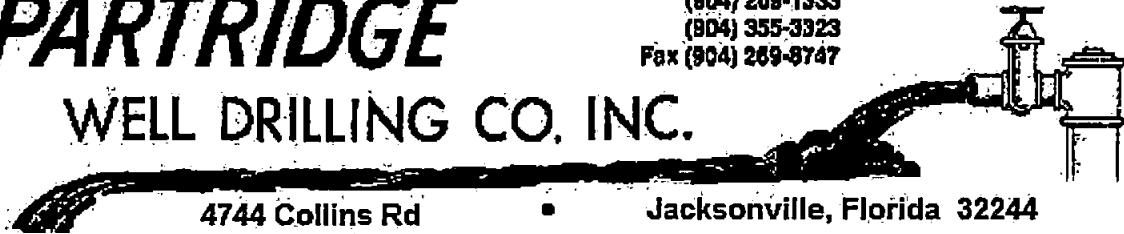
It is standard practice in public water supply wellfields to have multiple wells in order to meet the permitted water treatment capacity plus have a back-up well in the event of another well failure. Without Well TR 43, the Tillman Ridge Wellfield is not meeting this firm capacity. During drought conditions, as experienced recently, this puts increased strain on the other wells and demand could exceed the amount of water that can be supplied if one or more wells have operational issues. Increased strain caused by overuse of the wells in service can lead to environmental impacts, primarily saltwater intrusion.

If demand exceeds the amount of water supplied there can be significant repercussions to public health and safety, including low water pressure or complete shutdown of the water treatment plant. Therefore, it is important to replace Well TR 43 in a timely manner to reduce the likelihood of facing serious operation challenges in the wellfield.

PARTRIDGE

WELL DRILLING CO. INC.

(904) 269-1333
(904) 355-3323
Fax (904) 269-8747



4744 Collins Rd

Jacksonville, Florida 32244

June 27, 2019

Jaime Locklear
Purchasing Manager
St. Johns County Purchasing Department
1205 State Road 16
St. Augustine, FL 32084

Dear Mrs. Locklear,

Attached is our Corrective Action Cost Estimate and Price Sheet for the TR43 Project.

I look forward to discussing this project with you. Please contact me if you have any questions or additional requests at 904-269-1333.

Sincerely,

Pat Partridge

Pat Partridge
President
Partridge Well Drilling Co, Inc.

Partridge Well Drilling Co. Inc.
 4744 Collins Rd
 Jacksonville, FL 32244

6/13/2019

ITEM#	ENTER HERE YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	UNIT PRICE	QUANTITY	PRICE
1	Geophysical Logging and Video Inspection	\$ 3,500.00 LS	1	\$ 3,500.00
2	Furnish, install, and operate all pumping and discharge equipment necessary to perform dynamic logging at a minimum rate of 500 gpm	\$ 8,000.00 LS	1	\$ 7,500.00
3	Furnish, install, and operate all equipment necessary to clean out backfill material from bottom of borehole. If significant backfill material is encountered in open hole	\$ 250.00 /HR	8	\$ 2,000.00
				\$ -
4	Furnish, install, and operate all equipment necessary to pump Neat Cement, per cubic yard	\$ 987.00 /yd3	14	\$ 13,818.00
				\$ -
5	Furnish, install, and operate all equipment necessary to pump Pea Gravel, per cubic yard	\$ 500.00 /yd3	5	\$ 2,500.00
				\$ -
	TOTAL FOR 1 ABANDONED WELL		TOTAL	\$ 29,318.00
6	Drill Pilot Hole and 24-Inch Borehole for Surface Casing, per foot	\$ 150.00 /LF	100	\$ 15,000.00
7	Furnish, Install, and Grout 18-Inch Surface Casing, per foot	\$ 95.00 /LF	100	\$ 9,500.00
8	Drill Pilot Hole and 18-Inch Borehole for Final Casing, per foot	\$ 125.00 /LF	140	\$ 17,500.00
9	Furnish, Install, and Grout 12-Inch Final Casing, per foot	\$ 65.00 /LF	240	\$ 15,600.00
10	Drill Nominal 12-Inch Open Hole, per foot	\$ 95.00 /LF	160	\$ 15,200.00
11	Geophysical Logging and Video Inspection	\$ 10,000.00 LS	1	\$ 10,000.00
12	Furnish, Setup, Remove, and Operate all Equipment to Conduct 8 Hrs Step-Drawdown Pumping Test	\$ 15,000.00 LS	1	\$ 15,000.00
13	Furnish, Setup, Remove, and Operate all Equipment to Disinfect Well	\$ 2,500.00 LS	1	\$ 2,500.00
14	Furnish, Setup, Remove, and Operate all Equipment to Develop Well	\$ 250.00 /HR	12	\$ 3,000.00
	TOTAL FOR 1 REPLACEMENT PRODUCTION WELL		TOTAL	\$ 103,300.00
15	Mobilization & Demobilization (Includes permitting, installation and removal of temporary silt fencing/erosion controls, and all ancillary work per Section 01001 - General Requirements)	\$ 15,000.00 LS	1	\$ 15,000.00
16	If Required, Backplug Replacement Well Open Hole with Neat Cement	\$ 100.00 /LF	50	\$ 5,000.00
17	Contractor Standby Time	\$ 100.00 /HR	12	\$ 1,200.00
	Public Construction Bond	\$ 4,614.64		\$ 4,614.64
	TOTAL (Abandoned Well and Replacement Well Complete, Plus Line Items 15, 16, and 17)		GRAND TOTAL	\$ 158,432.64