

RESOLUTION NO. 2024 - 95

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 1629 UTILITY WELL ASSESSMENT PROGRAM TO COMPLETE SERVICES WELL DRILLING, INC., PARTRIDGE WELL DRILLING CO., INC., THOMPSON WELL AND PUMP, INC., AND A.C. SCHULTES OF FLORIDA, INC., AS QUALIFIED RESPONDENTS, AND TO EXECUTE AGREEMENTS FOR PERFORMANCE OF SERVICES ON AN AS NEEDED BASIS, AS AUTHORIZED BY TASK ORDER.

RECITALS

WHEREAS, the SJC Utility Department requires contractors to perform as needed water well assessment and repair/rehabilitation services on a continuing basis to ensure the continuing function of the County's existing potable water wells; and

WHEREAS, the scope of the services shall 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 provided in each Task Order and in accordance with RFP No: 1629; and

WHEREAS, through the County's formal Request for Proposal process, the evaluation committee determined that all four contractors are qualified to perform the required services, and that it serves the best interest of the County to award all four contracts; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contracts (attached hereto, an incorporated herein) and finds that entering into contracts with these contractors to perform the services, serves a public purpose; and

WHEREAS, the project will be funded by the SJC Utilities Department.

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 RFP 1629; Utility Well Assessment Program to Complete Services Well Drilling Services, Inc., Partridge Well Drilling Co., Inc., Thompson Well and Pump, Inc., and A.C. Schultes of Florida, Inc. as responsive and responsible Respondents.

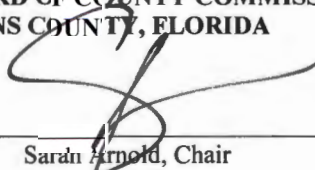
Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft, with each of the above firms, for performance of the services as specifically provided in the RFP 1629.

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.

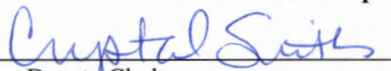
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date: MAR 08 2024

By:  Sarah Arnold, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By:  Deputy Clerk





GENERAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 24-GSA-COM-19196

**Table of Contents**

ARTICLE I CONTRACT DOCUMENTS ..... 4

1.1 The Contract Documents..... 4

1.2 Definitions..... 5

1.3 Disputes..... 6

ARTICLE II THE SERVICES ..... 6

2.1 Scope of Services ..... 6

2.2 Task Orders ..... 7

2.3 Labor and Materials ..... 7

2.4 Payment of Costs ..... 7

2.5 Cleaning the Jobsite ..... 8

2.6 Access to Jobsite ..... 8

2.7 Utilities..... 8

2.8 Taxes ..... 8

2.9 Publicity and Advertising..... 8

2.10 County Furnished Items ..... 8

ARTICLE III CONTRACT TERM ..... 8

3.1 Term..... 8

3.2 Contract Time ..... 9

3.3 Time is of the Essence ..... 9

3.4 Disclaimer of Consequential Damages ..... 9

ARTICLE IV CONTRACT PRICE AND PAYMENT ..... 9

4.1 Contract Price..... 9

4.2 Progress Payments ..... 10

4.3 Application for Payment ..... 10

4.4 Withheld Payment..... 11

ARTICLE V CONTRACTOR RESPONSIBILITIES ..... 11

5.1 Performance ..... 12

5.2 Authorized Representative..... 12

5.3 Environmental, Safety and Health ..... 12

5.4 Inspection and Testing ..... 12

5.5 Final Payment ..... 13

ARTICLE VI COUNTY REPRESENTATIVE..... 13

6.1 County Representative Responsibilities..... 13

ARTICLE VII CHANGES IN THE SERVICES.....	13
7.1 General.....	13
7.2 Notice to Sureties .....	14
ARTICLE VIII STOPPING SERVICES, .....	14
8.1 Right to Stop Work .....	14
8.2 County May Accept Defective or Nonconforming Services .....	14
ARTICLE IX CONTRACT SUSPENSION AND TERMINATION .....	14
9.1 Termination.....	14
ARTICLE X WARRANTY AND INDEMNITY.....	15
10.1 Warranty .....	15
10.2 Indemnity .....	15
ARTICLE XI I N S U R A N C E .....	16
11.1 Contractor’s Insurance Requirements.....	16
11.2 Additional Insured Endorsements and Certificate Holder .....	16
11.3 Workers Compensation & Employer’s Liability .....	17
11.4 Commercial General Liability .....	17
11.5 Automobile Liability.....	17
11.6 Other Requirements .....	17
ARTICLE XII MISCELLANEOUS.....	18
12.1 Examination of Contractor’s Records.....	18
12.2 Independent Contractor.....	18
12.3 Backcharges .....	18
12.4 Applicable Law .....	18
12.5 Governing Law & Venue.....	18
12.6 Assignment .....	18
12.7 Severability .....	18
12.8 Section Headings.....	19
12.9 Disclaimer of Third-Party Beneficiaries .....	19
12.10 Waiver; Course of Dealing.....	19
12.11 No Waiver of Sovereign Immunity.....	19
12.12 Execution in Counterparts.....	19
12.13 Entire Contract .....	19
12.14 Survival .....	19
12.15 Employment Eligibility and Mandatory Use of E-Verify .....	19
12.16 Equal Employment Opportunity .....	20
12.17 Public Records .....	21
12.18 Anti-Bribery .....	22
12.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	22
12.20 Contract Claims / Disputes .....	22
12.21 Foreign Entities Access to Personal Identifiable Information .....	23
12.22 Written Notice.....	23

FINAL CERTIFICATE FOR PAYMENT ..... 26  
CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN ..... 27



This General Services Agreement (“Contract”) is made this\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Contractor** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: Jacksonville, FL 32220. Phone:, and E-mail: [.com](#), for **RFP NO 1629; Utility Well Assessment Program**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that govern the performance of the Services, and consist of the following documents which incorporated herein by reference:

- a) Fully Executed Amendments to this Agreement;
- b) Fully Executed Task Orders;
- c) Fully Executed General Services Agreement and all Exhibits and Attachments hereto:
  - a. Exhibit A – Price Proposal Sheet
  - b. Exhibit B – SJC Utility Well Job List
  - c. Exhibit C – Water Well Assessment Report
- d) RFP Documents and RFP Forms with all Addenda issued thereto for RFP No. 1629
- e) Change Orders and Amendments to the Agreement signed by the County
- f) Insurance furnished by Contractor meeting the requirements of Article XI
- g) Public Construction Bond; as applicable

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. The Parties agree to exhaust all good faith efforts to resolve any dispute relating to the Contract Documents. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County’s Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County’s Representative by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County’s Representative. The County’s Representative shall render a determination related to the Contractor’s question or request for interpretation or clarification within five (5) business days of receipt, which determination shall be considered final and conclusive unless Contractor files a written protest to the County Representative’s rendered determination within fourteen (14) calendar days of receipt thereof. Contractor’s protest shall be submitted to the County’s Purchasing Director (“Purchasing Director”), and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative’s rendered determination within the timeframe above shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise. The Purchasing Director shall consider the Contractor’s protest and render a decision thereon, in writing, within ten (10) calendar days upon receipt. If Contractor does not agree with the Purchasing Director’s decision, Contractor shall deliver written notice to that effect to the County Administrator, within three (3) business days of receipt of the Purchasing Director’s decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services in accordance with the requirements of this Agreement and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Services required under this Agreement and to maintain the progress schedule in accordance with this Agreement.

1.1.5 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license

to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided however, that in no event shall Contractor and/or any of Contractor's sub-contractors use, or permit to be used, any or all of such Contract Documents outside of this Agreement, without specific written consent of the County.

## **1.2 Definitions**

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

1.2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract or Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Contract or Agreement.

1.2.3 Change Order: A written order to Contractor executed by the County, issued after execution of this Agreement, authorizing and directing a change to a Task Order or an adjustment to the time or compensation of a Task Order, or any combination thereof.

1.2.4 Task Order: Any entity or individual engaged by Contractor to provide Services to the County for which Contractor is contractually obligated, responsible, and liable to provide and perform under this Agreement. The term "Subcontractor" shall include all subcontractors.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Contract Price: The sums set forth in **Exhibit "A"** of this Contract shall constitute the Contract Price, as may be revised by Contract Amendment or Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.7 Contract Term: The duration of this Contract, as may be revised by Contract Amendment.

1.2.8 County Fiscal Year: The calendar year starting October 1<sup>st</sup> through and until September 30<sup>th</sup> of the following year.

1.2.9 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.10 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the County and Contractor, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions and other acts of God.

1.2.11 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.12 Services: The scope of work described or a subsequently issued Task Order or Change Order including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract

1.2.13 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.14 Independent Contractor: Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### **1.3 Disputes**

1.3.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute.

Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.3.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

## **ARTICLE II THE SERVICES**

### **2.1 Scope of Services**

2.1.1 SJC Utilities Department shall develop each task order on an as needed basis with the Contractor. The Contractor shall furnish all labor, equipment, tools and other items necessary to perform the scope of services developed in each task order created for SJC County's existing potable water wells.

2.1.2 Contractor shall provide all services as set forth in each Task Order, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Task Order. Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County in accordance with the RFP.

2.1.3 Services performed by the Contractor shall be under the general direction of the County's Representative, who shall be determined by the SJC Utilities Director, and provided to the Contractor upon execution of this Agreement.

2.1.4 The Contractor shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

2.1.5 The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely performance, and the coordination of all data, studies, reports, memoranda, other documents and services, and materials provided or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Services resulting from the negligent acts, errors, omissions or intentional misconduct of the Contractor.

2.1.6 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Agreement. In the event a person is removed, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.



2.1.7 Except as otherwise required for the safety or protection of persons or the property at a Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services at shall be performed during regular County working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any County observed holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.8 In addition, when the Services require by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Services. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

## **2.2 Task Orders**

2.2.1 The Contractor shall submit a cost proposal and scope for each Project, in the format, as requested by the County. The Contractor shall not perform any Services under this Agreement until a task order for such Services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All Task Orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the agreed Services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the Services. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or his authorized designee.

2.2.2 Should Contractor have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Paragraph 13.7 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The County will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the County's decision, Contractor shall immediately deliver written notice to that effect to the County.

## **2.3 Labor and Materials**

2.3.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Materials, articles and equipment furnished by Contractor for incorporation into the Services shall be new unless otherwise specified in the Contract Documents.

2.3.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove from such Services any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Services, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.3.3 Except as otherwise required for the safety or protection of persons or the Services or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.3.4 In addition, when the Services requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Services. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) of the Florida Statutes.

## **2.4 Payment of Costs**

2.4.1 Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services

of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Services.

## **2.5 Cleaning the Jobsite**

Contractor shall keep its Services area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Completion of the Services, Contractor shall remove all waste, rubbish and debris caused from the Services from all areas as well as all tools, appliances, equipment, and machinery and surplus materials.

## **2.6 Access to Jobsite**

The County and/or County Representative, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Services throughout the duration of the Contract. Contractor shall take whatever steps necessary to provide such access when requested.

## **2.7 Utilities**

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Services as required by the Contract Documents.

## **2.8 Taxes**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

## **2.9 Publicity and Advertising**

2.9.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.9.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

## **2.10 County Furnished Items**

2.10.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Services.

2.10.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County.

# **ARTICLE III CONTRACT TERM**

## **3.1 Term**

3.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of three (3) calendar years ("Contract Term") and may be renewed, for up to Two (2) two (2) calendar year renewals. This Contract may be extended, for a period of up to six (6) calendar months, for the purposes of ensuring



no gap in services during the procurement of a new Contract. This Contract may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of appropriated funds for this purpose. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Contract. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

### **3.2 Contract Time**

3.2.1 Contractor shall commence the Work and shall substantially and finally complete all Work as described in each individual Task Order. If the Work authorized under an individual Task Order is scheduled to be completed after the expiration of this Agreement, Contractor agrees to continue to complete such Work upon the same terms and conditions as contained in this Agreement until the project is completed. Contractor shall be compensated for such Work in accordance with the individual Task Order.

3.2.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.2.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 7.1 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

### **3.3 Time is of the Essence**

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

### **3.4 Disclaimer of Consequential Damages**

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

## **ARTICLE IV CONTRACT PRICE AND PAYMENT**

### **4.1 Contract Price**

4.1.1 Compensation for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in **Exhibit A**.

The maximum amount set forth in each individual Task Order ("Contract Price") shall not exceed **five hundred thousand dollars and zero cents (\$500,000.00)**, without prior written authorization by the Board of County Commissioners. Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.1.2 For lump sum items, each Task Order shall include a mutually agreed breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Contractor shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

4.1.3 For hourly rate-based items, Contractor shall be entitled to payment of compensation for Services

satisfactorily performed based on the hourly rates set forth in **Exhibit A** subject to the NTE compensation amount identified therein. In no event shall Contractor be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

4.1.4 It is expressly understood that Contractor is not entitled to the amount of compensation set forth in any given Task Order. Rather, Contractor's compensation is based upon Contractor's satisfactory completion of all Services and delivery of all Work Product and deliverables identified in each Task Order and the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Contractor of any of the terms of this Agreement.

4.1.5 On or before the tenth (10th) day of each calendar month, Contractor shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Contractor's supporting documentation is not adequate for the County to verify Contractor's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

## **4.2 Progress Payments**

4.2.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.2.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.2.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

## **4.3 Application for Payment**

4.3.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Services, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

4.3.2 The County may require any other information from Contractor that the County deems necessary to verify

Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.3.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services have been performed for which payment is requested, that the Services has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.3.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.3.5 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.3.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

#### **4.4 Withheld Payment**

4.4.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which  
is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.4.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

## **ARTICLE V CONTRACTOR RESPONSIBILITIES**



## **5.1 Performance**

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

## **5.2 Authorized Representative**

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

## **5.3 Environmental, Safety and Health**

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

## **5.4 Inspection and Testing**

All equipment and materials furnished and Services performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Services for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Services in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Services.

## **5.5 Final Payment**

5.5.1 Upon Contractor's completion of required Services in the last month of the Contract Term, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

## **ARTICLE VI COUNTY REPRESENTATIVE**

### **6.1 County Representative Responsibilities**

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI. The County's Representative will be provided to the Contractor, in writing, upon execution of this Agreement.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor's expense.

## **ARTICLE VII CHANGES IN THE SERVICES**

### **7.1 General**

7.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant 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 Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant 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 Task Order or Change Order as provided in Section 2.2. The Consultant shall not commence work on any such change until such Task Order or Change Order has been issued and signed by both parties.

7.1.2 The Contractor written acceptance of a Task Order or Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.



7.1.3 Contractor shall commence the Services and substantially complete all Services as described in each individual Task Order

7.1.4 If the Services of an individual Task Order are scheduled to complete after the expiration of this Agreement, Contractor agrees to continue to complete such Task Order Services upon the same terms and conditions as contained in this Agreement. Contractor payment shall be compensated for such Services at the rate in effect when the Task Order was issued by the County.

7.1.5 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

## **7.2 NOTICE TO SURETIES**

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Amendments and Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

## **ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES**

### **8.1 Right to Stop Work**

If the Contractor fails to furnish or perform the Services in conformance with the Contract Documents, the County, acting through the County Representative, may order Contractor to stop performance of the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

### **8.2 County May Accept Defective or Nonconforming Services**

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Services.

## **ARTICLE IX CONTRACT SUSPENSION AND TERMINATION**

### **9.1 Termination**

9.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. In such event, Contractor will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Contractor shall not be entitled to compensation or profit for Services not performed.

9.1.2 Contractor may terminate this Agreement for any reason upon ninety (90) calendar days written notice, provided that any outstanding authorized Services are completed by Contractor. Contractor further agrees to cooperate and provide assistance to the County upon request in order to complete any Services. In such event, the County and Contractor agree to negotiate in good faith to determine the compensation for any such Services.

9.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the

County finds to be in default of the Contract Documents. Contractor shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Contractor shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

9.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

- (1) Stop Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

9.1.5 In the event Contractor changes names, merges with another company such that the Contractor dissolves, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

9.1.6 The rights and remedies of the County provided in this Section 9.1 are in addition to any other rights and remedies provided by law or under this Agreement.

## **ARTICLE X WARRANTY AND INDEMNITY**

### **10.1 Warranty**

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to performance services under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment utilized in the performance of services under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to require the contractor to correct any and all non-conforming services at no additional cost to the County. Contractor shall be obligated to fully reimburse the County for any additional expenses incurred hereunder upon demand.

10.1.3 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Services by the County, or bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.4 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services. The County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

### **10.2 Indemnity**

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to,

Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

## **ARTICLE XI I N S U R A N C E**

### **11.1 Contractor's Insurance Requirements**

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

### **11.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida



500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

### **11.3 Workers Compensation & Employer's Liability**

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

### **11.4 Commercial General Liability**

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **11.5 Automobile Liability**

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **11.6 Other Requirements**

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

### **11.7 Payment and Performance Bonds**

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

Payment and Performance Bond requirement will be reviewed at the individual Task Order level. Payment and Performance Bond requirement may be waived for Task Orders that are \$100,000.00 or less with approval of the Assistant Director of Purchasing & Contracts and the County Administrator. The waiver of a bond relieves the Contractor of the requirement of posting a Payment and Performance bond in accordance with Florida Statutes §255.05.

## **ARTICLE XII MISCELLANEOUS**

### **12.1 Examination of Contractor's Records**

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **12.2 Independent Contractor**

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier.

Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### **12.3 Backcharges**

12.3.1 Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

12.3.2 The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

### **12.4 Applicable Law**

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **12.5 Governing Law & Venue**

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

### **12.6 Assignment**

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

### **12.7 Severability**



If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **12.8 Section Headings**

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

### **12.9 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

### **12.10 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

### **12.11 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

### **12.12 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

### **12.13 Entire Contract**

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

### **12.14 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

### **12.15 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least (1) one year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- e. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

## **12.16 Equal Employment Opportunity**

12.16.1 During the performance of this Contract, Contractor agrees as follows: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965,

and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.16.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **12.17 Public Records**

12.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

12.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)**



## **12.18 Anti-Bribery**

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

## **12.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

12.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false

certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

## **12.20 Contract Claims / Disputes**

12.20.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Contractor's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

12.20.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Contractor shall submit a Contract claim as provided herein.

12.20.3 Claims arising from this Contract shall be filed with the Director of Purchasing & Contracts. Prior to filing a contract claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Director of Purchasing & Contracts within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Contractor is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the Contractor and any legal counsel; and
- (2) The address to which the Director of Purchasing & Contracts should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits,

evidence or documents which the Contractor deems applicable to the issues raised in the claim.

12.20.4 During the Director of Purchasing & Contracts' review of the contract claim, the Director of Purchasing & Contracts may request additional information from either Party. The Parties are to provide the Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

12.20.5 The Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Director of Purchasing & Contracts shall be sent to the Contractor to the notice address listed herein or by such other means as agreed to by the Parties.

12.20.6 The decision for any Contract Claim by the Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Director of Purchasing & Contract's decision. Failure of the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Contractor's ability to pursue legal action in Circuit Court.

### **12.21 Foreign Entities Access to Personal Identifiable Information**

12.21.1 Pursuant to Section 287.138, Florida Statutes, effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is (a) owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Contract with liability to ensure the County's continued compliance with the Statute.

12.21.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.

### **12.22 Written Notice**

12.22.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh Daniels  
Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

Contractor

*With a copy to:*

St. Johns County  
Office of the County  
Attorney 500 San  
Sebastian View



St. Augustine, FL 32084  
Email Address: [BCCAttorney@sjcfl.us](mailto:BCCAttorney@sjcfl.us)

12.22.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

**County**

St. Johns County, Florida (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

Leigh A. Daniels, CPPB  
Printed Name

Purchasing Manager  
Title

\_\_\_\_\_  
Date of Execution

**Contractor**

\_\_\_\_\_. (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**St. Johns County, Florida**  
**Clerk of the Circuit Court and Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution





FORM 2

**CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Contract No.:</b>	<b>Contractor Name:</b>
<b>Project (Jobsite) Address:</b>	<b>Contractor Address:</b>
	<b>Contractor License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

*None*

Signed this \_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Contractor/Company Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**

RFP 1629; Utility Well Assessment Program  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)  
**EXHIBIT "A" PRICE RATE SHEET**

<b>COMPANY NAME:</b>			
<b>INITIAL WELL ASSESSMENT</b>	<b>LUMP SUM:</b>		
<b>VIDEO LOGGING SERVICES (AS DIRECTED)</b>	<b>LUMP SUM:</b>		
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent			
General Foreman			
Working Foreman			
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator			
Laborer (Skilled)			
Laborer (Unskilled)			
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS IF NEEDED)</b>			
Crane Operator (30ton and less boom truck)			
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>		
The Emergency Mobilization is a cost that will be included in the Assessment cost.			



**RFP NO 1629; Utility Well Assessment Program**  
**EXHIBIT "B"**  
**SJC UTILITY WELL JOB LIST**

**1. 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 "C"** - 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 i.e. 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 Contract 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.

**2. 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.

**3. 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 necessarily 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.

#### 4. 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 re-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. **This includes removal of replaced equipment/materials.** 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 “H” 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.

#### 5. 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

**Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:**

- All labor, materials and equipment.
- Tools, construction equipment and machinery.
- Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
- All legally required sales, consumer and use taxes.
- All applicable permits, government fees and licenses.
- Contractor shall be responsible for calling in his own locates and if any damage occurs to other utilities they will be repaired at Contractor's expense.
- Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
- All required density, locate wire and pressure testing prior to placing in service.
- Contractor will need to get a hydrant meter for every project prior to using any water and must be returned at the end of the project (Contractor not responsible for usage on SJCUD projects).
- Restoration including but not limited to damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage. The Contractor will be required to restore the area to its pre-existing condition upon completion. All restoration shall meet St Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.
- All installations shall be conducted in compliance with materials manufacturer's requirements.
- Survey services for construction layout and record drawings.
- Preparation of record drawings compliant with SJCUD As-Built Standards.

**Contractor shall also be required to perform the following:**

- Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all safety rules, regulations, and laws.
- Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.
- Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD property/easements and/or properly permitted public right-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by Owner.

**Work Sequence:**

- Coordinate with Owner.
- Contractor's construction schedule will be subject to approval by the Engineer and be updated on a monthly basis.
- Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by Owner.

**Contractor use of Premises:**

- Do not unreasonably encumber sites with materials or equipment.
- Assume full responsibility for protection and safekeeping of products stored on premises.
- Move any stored products interfering with operation of Owner.

**Standards and Specifications:**

- All work performed shall meet or exceed SJCUD's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition, unless stated otherwise.
- Other Standards and Specifications that may apply are as follows:
  - American Society of Testing & Materials (ASTM) International Standards, Latest Edition
  - American Society of Mechanical Engineers (ASME) Codes & Standards, Latest Edition

American Water Works Association (AWWA) Standards, Latest Edition  
American National Standards Institute (ANSI) Standards, Latest Edition  
Florida Department of Transportation (FDOT) Design Standards, Latest Edition  
FDOT Standard Specifications for Road & Bridge Construction, Latest Edition  
FDOT Utility Accommodation Manual (UAM), Latest Edition

- National Electrical Code (NEC) NFPA 70
- National Electrical Manufacturers Association (NEMA)
- NSF International

•St. Johns County Public Works Standards & Details Manual







## NOTICE OF INTENT TO AWARD

DATE: December 20, 2023

### RFP 1629; Utility Well Assessment Program

St. Johns County hereby issues this Notice of Intent to award a contract to **A.C Schultes, Complete Services Well Drilling, Inc., Partridge Well Drilling Co. Inc., Thompson Well & Pump, Inc.**, as all Proposers were deemed to be responsive and responsible to perform the required work.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jennifer McDaniel, Procurement Coordinator, via email at [jmcdaniel@sjcfl.us](mailto:jmcdaniel@sjcfl.us) or phone at (904) 209-3270.

**St. Johns County, FL**  
**Board of County Commissioners**  
**Purchasing Department**

Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB  
Director, Purchasing & Contracts  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)  
(904) 209-0158 - Direct

Date: 12/20/23



**PRICE PROPOSAL SHEET**

<b>COMPANY NAME: COMPLETE SERVICES WELL DRILLING, INC.</b>			
<b>INITIAL WELL ASSESSMENT</b>	<b>LUMP SUM:</b>	<b>\$7,000.00</b>	
<b>VIDEO LOGGING SERVICES (AS DIRECTED)</b>	<b>LUMP SUM:</b>	<b>\$2,500.00</b>	
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$175.00	\$200.00	\$225.00
General Foreman	\$175.00	\$200.00	\$225.00
Working Foreman	\$175.00	\$200.00	\$225.00
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator	\$175.00	\$200.00	\$225.00
Laborer (Skilled)	\$140.00	\$165.00	\$190.00
Laborer (Unskilled)	\$100.00	\$125.00	\$150.00
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITONAL SHEETS IF NEEDED)</b>			
Crane Operator (30ton and less boom truck)	\$150.00	\$175.00	\$200.00
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	<b>\$500.00</b>	
The Emergency Mobilization is a cost that will be included in the Assessment cost.			



RFP 1629; UTILTIY WELL ASSESSMENT PROGRAM  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME: PARTRIDGE WELL DRILLING COMPANY, INC.</b>			
<b>INITIAL WELL ASSESSMENT</b>	<b>LUMP SUM:</b>	<b>\$7,500.00</b>	
<b>VIDEO LOGGING SERVICES (AS DIRECTED)</b>	<b>LUMP SUM:</b>	<b>\$2,500.00</b>	
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$200.00	\$300.00	
General Foreman			
Working Foreman	\$250.00	\$375.00	
Electrician			
Carpenter			
Mechanic			
Truck Driver	\$125.00	\$187.50	
Equipment Operator			
Laborer (Skilled)	\$150.00	\$225.00	
Laborer (Unskilled)			
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITONAL SHEETS IF NEEDED)</b>			
Crane Operator (30ton and less boom truck)	\$200.00	\$300.00	
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	<b>\$1500.00</b>	
The Emergency Mobilization is a cost that will be included in the Assessment cost.			

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME: A.C SCHULTES OF FLORIDA, INC</b>			
<b>INITIAL WELL ASSESSMENT</b>	<b>LUMP SUM:</b>	<b>\$7,000.00</b>	
<b>VIDEO LOGGING SERVICES (AS DIRECTED)</b>	<b>LUMP SUM:</b>	<b>\$2,500.00</b>	
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$150.00	\$175.00	\$200.00
General Foreman	\$145.00	\$160.00	\$175.00
Working Foreman	\$145.00	\$160.00	\$175.00
Electrician	\$155.00	\$175.00	\$190.00
Carpenter	\$100.00	\$110.00	\$125.00
Mechanic	\$150.00	\$165.00	\$190.00
Truck Driver	\$95.00	\$105.00	\$120.00
Equipment Operator	\$150.00	\$175.00	\$200.00
Laborer (Skilled)	\$110.00	\$125.00	\$135.00
Laborer (Unskilled)	\$100.00	\$110.00	\$120.00
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITONAL SHEETS IF NEEDED)</b>			
Crane Operator (30ton and less boom truck)	\$150.00	\$175.00	\$200.00
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	<b>\$2,000.00</b>	
The Emergency Mobilization is a cost that will be included in the Assessment cost.			



RFP 1629; UTILTY WELL ASSESSMENT PROGRAM  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME: THOMPSON WELL &amp; PUMP, INC.</b>			
<b>INITIAL WELL ASSESSMENT</b>	<b>LUMP SUM:</b>	<b>\$7,000.00</b>	
<b>VIDEO LOGGING SERVICES (AS DIRECTED)</b>	<b>LUMP SUM:</b>	<b>\$2,500.00</b>	
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$148.00	\$175.00	\$200.00
General Foreman	\$135.00	\$160.00	\$175.00
Working Foreman	\$135.00	\$160.00	\$175.00
Electrician	\$144.00	\$175.00	\$190.00
Carpenter	\$100.00	\$110.00	\$125.00
Mechanic	\$144.00	\$165.00	\$190.00
Truck Driver	\$90.00	\$105.00	\$120.00
Equipment Operator	\$144.00	\$175.00	\$200.00
Laborer (Skilled)	\$108.00	\$125.00	\$135.00
Laborer (Unskilled)	\$90.00	\$110.00	\$120.00
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITONAL SHEETS IF NEEDED)</b>			
Crane Operator (30ton and less boom truck)	\$150.00	\$175.00	\$200.00
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	<b>\$500.00</b>	
The Emergency Mobilization is a cost that will be included in the Assessment cost.			





EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA

14-Dec-23  
RFP NO: 1629; UTILITY WELL ASSESSMENT  
PROGRAM

	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR			
PROPOSER	Allen Kilpeltine	Brian Howard	Den Nowaczyk	Jack Glendenning	Jeff Hatcher	TOTAL	RANK	COMMENTS
COMPLETE SERVICES WELL DRILLING, INC	85.00	103.00	95.00	104.00	85.00	472.00	1	
PARTRIDGE WELL DRILLING CO., INC.	85.00	100.00	100.00	98.00	85.00	468.00	2	
A.C SCHULTES	85.00	99.00	95.00	100.00	85.00	464.00	3	
THOMPSON WELL & PUMP, INC.	85.00	93.00	85.00	97.00	85.00	425.00	4	

APPROVED: Neal Shinkre, SJC Utilities Director

*Neal Shinkre* 12/20/23

APPROVED: Jaime Locklear, Director, SJC Purchasing

*Jaime Locklear* 12/20/23

Posted to Demandstar: \_\_\_\_\_

**NOTE:**

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE ASSISTANT DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.

**COVER PAGE**

ST. JOHNS COUNTY PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: Complete Services Well Drilling, Inc.

MAILING ADDRESS: 9785 Well Water Road \_\_\_\_\_

Jacksonville, FL 32220 \_\_\_\_\_

POINT OF CONTACT NAME & TITLE: L. Blake Hare, Jr. - Project Manager \_\_\_\_\_

POINT OF CONTACT PHONE NUMBER: 904-693-8635 \_\_\_\_\_

CONTACT EMAIL ADDRESS: Blake@jaxwelldrilling.com

DATE: 12-7-23



**ADDENDUM #1**

November 16, 2023

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No 1629: Utility Well Assessment Program**

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.

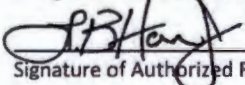
**Questions/Answers:**

The County provides the following answers to the questions submitted below:

1. Please provide a list of wells and their details (diameter, depth of cas that will be associated with this contract.  
**Answer: Refer to Exhibit "A"**
2. Please provide a list of pump details related to each well.  
**Answer: Refer to Exhibit "A"**
3. Please provide the price proposal sheet of the current/previous contract holder.  
**Answer: Refer to the attached example**
4. Please provide an example scope of work that has been completed under the current/previous contract with respect to rehabilitation of a well.  
**Answer: We generally do not provide scopes as the contract is on an as needed basis, normally repairs. Attached is an example of task order issued from the old contract.**
5. Please provide the dollar amount spent during the current/previous contract.  
**Answer: We spend approximately \$250k-\$500k per year on well rehabs.**
6. Does St. Johns have money budgeted for this contract?  
**Answer: Yes, St Johns County has budgeted for the Well Program.**
7. Is there work planned for 2024 & 2025? If so, please provide the anticipated budget for each year.  
**Answer: We allocate approximately \$500k a year for Well Repair and Maintenance under the Utility's Capital Program. There is not specific planned work as these are generally for unknow repairs.**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, DECEMBER 7, 2023 AT 4:00 PM EST.**

**Proposer Acknowledgment:**

  
Signature of Authorized Representative

**L. BLAKE HARE, JR - PRO MANAGER**  
Printed Name/Title Authorized Representative

**COMPLETE SERVICES**  
Respondent Company Name

**END OF ADDENDUM NO. 1**



RFP 1629; UTILTY WELL ASSESSMENT PROGRAM  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME:</b> Complete Services Well Drilling, Inc.			
<b>TASK 1</b>			
INITIAL WELL ASSESSMENT	LUMP SUM:	\$	7,000.00
VIDEO LOGGING SERVICES (AS DIRECTED)	LUMP SUM:	\$	2,500.00
	SUB-TOTAL	\$	9,500.00
<b>TASK 2</b>			
<b>REHABILITATION &amp; REPAIRS</b>		<b>TIME &amp; MATERIALS</b>	
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$250	\$300	\$350
General Foreman			
Working Foreman	\$250	\$300	\$350
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator	\$250	\$300	\$350
Laborer (Skilled)	\$200	\$250	\$300
Laborer (Unskilled)	\$200	\$250	\$300
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS IF NEEDED)</b>			
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>TASK 3</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	LUMP SUM:	\$	500.00
Emergency Assessment	LUMP SUM:	\$	7,500.00
	SUB-TOTAL:	\$	8,000.00
Repairs / Time (Rates as above)	TIME:	\$	**
Repairs / Material (Rates as above)	MATERIAL:	\$	**
<b>TOTAL SUM (TASK ORDERS #1-#3)</b>	<b>TOTAL SUM:</b>	<b>\$</b>	<b>17,500.00</b>

\*\*Was unsure what/how to fill in dollar amounts for Time and Material lines.  
 We completed pricing based on previous and example sent in addendum 1.



**Complete Services Well Drilling Incorporated**

**9785 Well Water Road**

**Jacksonville, Florida 32233**



**Complete Services Well Drilling Incorporated, is a Well Drilling Company located in Jacksonville, FL. Incorporated in 2007, Complete Services clients include Municipal, Commercial, and Residential Customers. These Customers range in size (i.e. Tallahassee/Jacksonville to Hampton) and type (i.e. Water Production to Geothermal Injection). A full range of Commercial Services is provided in the attached line card.**

**Complete Services was founded by Ira Merritt (Rusty-resume attached) in 1978 as a sole proprietorship. The Company provided Commercial Water, Wastewater and Residential Services with a client base focused in Northeast Florida. Rusty's long working relationship with Larry Floyd facilitated a transfer of information and drilling equipment to enable commercial growth. Rusty's legacy of vast experience and knowledge continues in the next phase of Complete Services.**

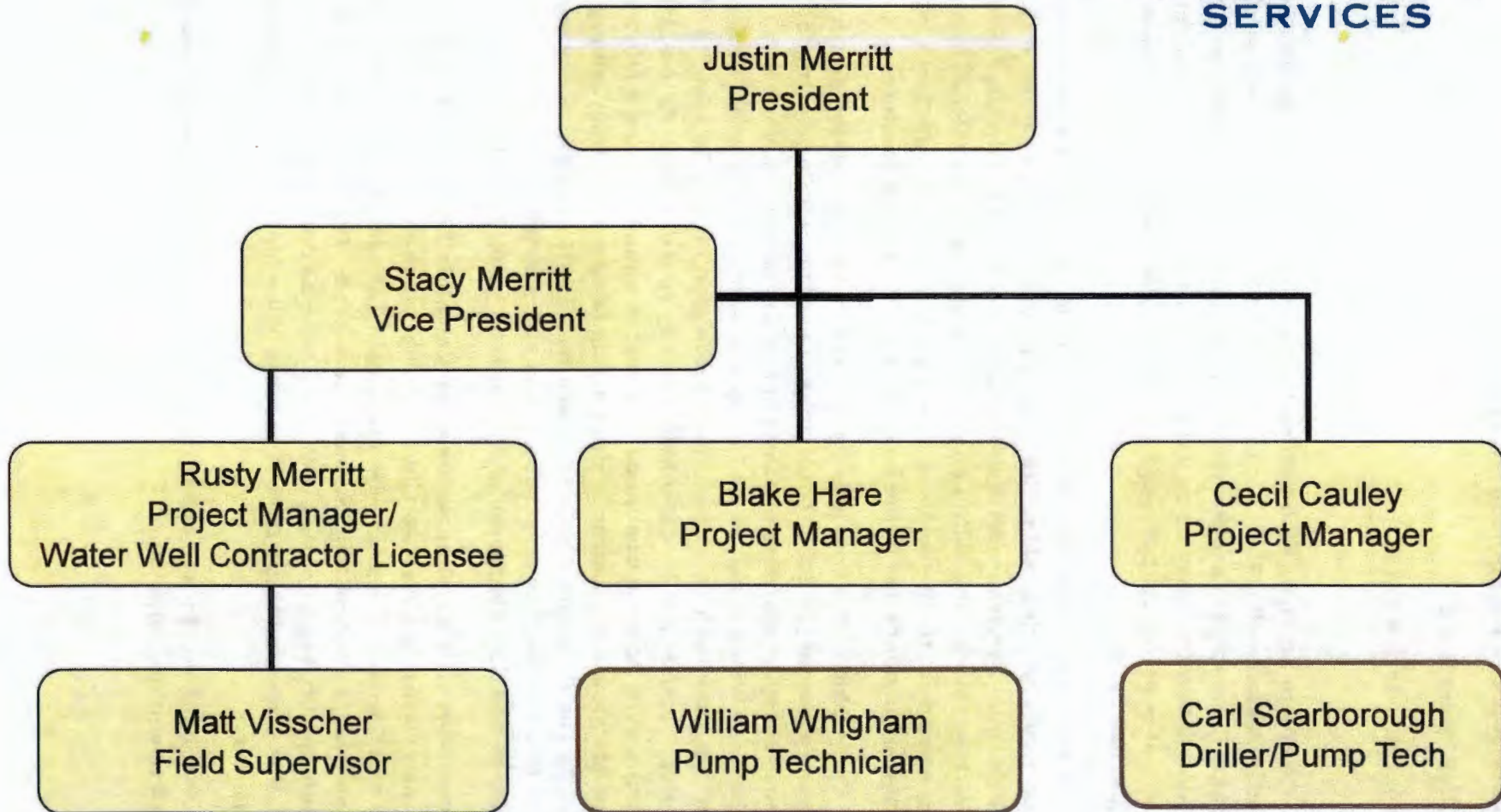
**Ownership of the business transferred to his son, Justin Merritt (Ira J. Merritt III-resume attached) in 2007. The company became a S-Corp in July of 2007 and continues today. Justin was exposed to the business at an early age with hands on experience in Well Drilling, Pump Repair and Well Rehabilitation. Under Justin's Leadership, Complete Services provides Commercial and Residential Well Drilling, Pump Repair/Sales, and Well Rehabilitation by way of a Slow Rate Acidization (Patent Pending). Justin has and continues to invest in equipment and quality employees to responsibly grow his business. This is exemplified by acquiring drilling rigs, cement pumps, 30 Ton off road crane, etc. CSWD has a 50% increase in employees during the last three years. The most recent was hiring Blake Hare who has over 25 years of experience and Carl Scarborough with over 10 years experience.**

**Our commitment to excellence shows by Complete Services being the primary contractor to the JEA Well Services Contract since its inception and the recent award of a Services Contract with the City of Tallahassee. Complete Services prides itself on quality and meeting the customers needs. Our ability to schedule and complete quality work continues to shine such as completing 10 well rehab acidization projects in less than 12 months while maintaining all the other aspects of the business.**

**We thank you for the opportunity to compete for your business and look forward to working with you.**

# COMPLETE SERVICES WELL DRILLING, INC

## Corporate Organizational Chart





# JUSTIN MERRITT

1139 Emilys Walk Ln W · 904-219-0496  
Justin@jaxwelldrilling.com

---

## EXPERIENCE

2000–2007

### DRILLER, COMPLETE SERVICES "CSWD"

Responsible for customer relations , service and drilling of new wells. Repair and installation of all types of pump systems, residential and municipal.

2007–CURRENT

### OWNER, COMPLETE SERVICES WELL DRILLING INC.

Management of multiple dynamic projects with challenging schedules for clients with special and unique needs. Contracts exceeding one million dollars. Management of over 10 employees and multiple subcontractors.

## EDUCATION

1991-1995

### EPISCOPAL HIGH SCHOOL OF JACKSONVILLE

1995-2000

### BACHELORS DEGREE BIOLOGY, FLORIDA SOUTHERN COLLEGE

## SKILLS

- Management of multiple projects.
- Ability to coordinate among multiple external stakeholders to streamline and expedite completions.
- Ability to coordinate and facilitate with local state and federal government agencies for permitting.
- Ability to transfer field experience to employees and stakeholders in a clear concise manner.

## ACTIVITIES

Member of West Jacksonville Rotary.

---

# L. Blake Hare, Jr.

8138 Ocala Ave.  
Jacksonville, FL 32220  
(912) 659-9087

---

**EDUCATION**      **Auburn University**, Auburn, AL  
**BS Civil Engineering**, December 1996  
Minor in Business Management

## EXPERIENCE

- 3/20 to Present      **Complete Services Well Drilling, Inc**, Jacksonville, FL  
**Project Manager**
- Negotiate terms and costs of projects
  - Prepare, estimate and submit documentation for bid jobs
  - Design and assist construction of municipal and industrial Production Wells, ASR Wells, Screened Wells, and Open Hole Wells
  - Lead or Assist pump pulls/installations, acid and other well rehab techniques, well and pump testing, logging, video surveys, etc.
  - Design deep well and short-coupled line-shaft and submersible pumps
  - Design and build of High Service Pumps
  - Design and manage well rehab and well abandonment projects
  - Troubleshoot technical problems and engineer the solutions such as electrical controls and VFD's
- 8/07 to 3/20      **Rowe Drilling Co., Inc**, Savannah, GA  
**District Manager/ Sales Manager**
- Manage all operations and personnel for a seven-state region
  - Responsible for P&L for multiple locations
  - Review and manage monthly reporting, income statements, work in progress reports, BPR's, etc. to ensure meeting financial goals
  - Prepare budgets for CAPEX and personnel each year
  - Hired, trained, and supervised PM's, admin, and field personnel
  - Negotiate terms and costs of projects
  - Prepare, estimate and submit documentation for bid jobs
  - Responsible for making sales calls and presentations individually along with assisting the Sales PM's and WSC's
  - Design and construct municipal and industrial Injection Wells, ASR Wells, Screened Wells, and Open Hole Wells
  - Design deep well and short-coupled line-shaft and submersible pumps
  - Design and implement well rehabilitation projects
-



3/05 to 8/07

**Insituform Technologies, Birmingham, AL**

**District Manager/Project Manager**

- Manage all operations and personnel (75 employees)
- Responsible for P&L (over \$15 Million per year)
- Prepare budgets for the upcoming fiscal year
- Hired, trained, and supervised PM's, admin, and field personnel
- Design and manage projects for sewer lining up to 60"
- Design and manage projects for sewer replacement

1/97 to 3/05

**Layne Christensen Co. Savannah, GA**

**Manager/Sales Engineer**

- Manage all operations and personnel for a three-state region
- Design and construct municipal and industrial water supply wells
- Design deep well and short-coupled line-shaft and submersible pumps
- Design and implement well rehabilitation projects
- Troubleshoot technical problems and engineer the solutions

## **PROFFESIONAL EXPERTISE**

I have 25 years of experience in the well drilling and pump industry. Work areas include Florida, Georgia (Driller License # 601), Alabama (License # 730), South Carolina (License # A 2312), North Carolina (License # 4483-A), Tennessee (License # 1055). I have managed financial plans, budgets, etc. for over 25 years. I have attended AND presented various training seminars for well design and pump design to maximize efficiency and longevity. I have managed and worked in the field on new well construction ranging from 6" to 26" final casings and depths to 3,200'. Well rehabilitation experience includes the use of pre-packed screens, screen replacements, casing liners, casing patches, acidization, CO2 technology, percussion technology, etc.

## **REPRESENTATIVE PROJECT EXPERIENCE**

- **CCUA Governor's Park Project** – 2 EA – 20" x 1,200' Production Wells  
Estimator, Project Manager, Field work (drilling, casing installation, 48 HR Testing)
  - **CCUA Saratoga Springs Project** – 2 EA – 16" x 12" x 1,000' and 1 EA 12" x 8" x 1,000'  
Estimator, Project Manager, Field work (drilling, casing installation, video survey, Removal of debris and fishing operations.
  - **JEA** – 6 EA – 20" x ≈1300' production wells 2015 – 2020  
Estimator and Project Manager
  - **JEA** – 4 EA – 16"-20" x 500' production wells since June 2021  
Estimator, Project Manager, and Field work
  - **WestRock** – 2 EA – 20" x 900' production wells  
Negotiated Project and Project Manager
  - **Waynesboro, GA** – 18" x 930' screened production well  
Helped engineer with design and testing plan, estimator and Project Manager
  - **Sandersville, GA** – 14" x 900' screened production well  
Helped engineer with well and pump design, estimator and Project Manager
  - **Hilton Head, SC** – 4 EA – 24" ASR wells  
Estimator and Project Manager
  - **Pooler, GA** – 16" x 1,000' LF Production well  
Estimator and Project Manager
-





# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

---

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

July 18, 2023

Ira Merritt  
Complete Services Well Drilling Inc  
9785 Well Water Rd  
Jacksonville, FL 32220-1384

SUBJECT: Water Well Contractor's License No.2779

Please find enclosed your water well contractor's license as issued by the St. Johns River Water Management District on July 18, 2023. You will need to cut out the license card and maintain it in a safe place for future use.

Please contact me if you have any questions.

Sincerely,

Wesley Curtis, Hydrologist IV  
Division of Water Supply Planning and Assessment  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529  
(386) 937-0600

---

#### GOVERNING BOARD

Rob Bradley, CHAIR  
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Ron Howse, TREASURER  
COCOA

Ryan Atwood  
MOUNT DORA

Doug Boumique  
VERO BEACH

Douglas Burnett  
ST. AUGUSTINE

Cole Oliver  
MERRITT ISLAND

Janet Price  
FERNANDINA BEACH



**STATE OF FLORIDA**  
**WATER WELL CONTRACTOR LICENSE**

*Issued to*  
**Ira Merritt**

*By*  
**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
License: **2779** Expires: **July 31, 2025**

*Wesley A. Curtis*

**Complete Services Well Drilling Incorporated**  
**9785 Well Water Road**  
**Jacksonville, Florida 32233**



**Complete Services Well Drilling Incorporated, is a Well Drilling Company located in Jacksonville, FL. We offer an industry standard ONE Year warranty on parts and labor. We use high quality pump parts and are backed by some of the industry leading manufacturers.**







**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "F"  
CLAIMS, LIENS, LITIGATION HISTORY**

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 project 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. N/A
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.  
N/A
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No X If yes, on separate sheet(s), provide an explanation of those instances.

6. 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 X No \_\_\_\_\_ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

NONE

8. 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, on separate sheet(s) explain in detail





**ATTACHMENT "K"**  
**RELEVANT EXPERIENCE**

Each Proposer must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

The information required shall include: dates of service, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

ATTACHMENT "D"

Includes projects that Blake Hare managed while with another company.

**PREVIOUS PROJECT EXPERIENCE**

1. **Name of Project:** Nucor West Well  
**Project Description:** Pull 560' of 10" x 2-3/16" water lube pump with a 500 Hp motor, fish/retrieve the suction pipe from 1400', repair/replace the pump, install the pump, and test.

**Owner Name:** Nucor Steel  
**Contact Name, Title:** Victor Major - Maint Supervisor  
**Phone # & Email Address:** (843) 693-0980 victor.major@nucor.com  
**Dollar Value of Project:** \$80,000  
**Completion Date of Project:** June 2016

2. **Name of Project:** Well Subprogram  
**Project Description:** Rehabilitation of JEA's production wells using our Patent Pending slow rate acid injection/placement methods. We have done over 75 well rehabs in the recent years. This work also includes pulling /repairing/installing lineshaft pumps, fishing items from the well, geophysical logging, backplugging, liners, etc.

**Owner Name:** JEA  
**Contact Name, Title:** Mike Dykes  
**Phone # & Email Address:** (904) 636-5432 mike.dykes@jacobs.com  
**Dollar Value of Project:** \$150,000 to \$250,000 per project depending on scope  
**Completion Date of Project:** On going

3. **Name of Project:** Anheuser Busch Well 1 & 2 Rehab  
**Project Description:** Included pulling pumps, video surveys, logging, cleaning the wells using Airburst technology, bailing the fill from the well, installing the repaired pump.

**Owner Name:** Anheuser Busch  
**Contact Name, Title:** Miguel Gordon  
**Phone # & Email Address:** (866) 857-5749 miguel.gordon@anheuser-busch.com  
**Dollar Value of Project:** \$250,000  
**Completion Date of Project:** 2021-2022

4. **Name of Project:** Arlington Well 3  
**Project Description:** Included pulling the pump, performing a video survey and geophysical logging, installing a full length liner, acidizing the well, Under Reaming the open Hole, testing, and installing the pump.

**Owner Name:** JEA  
**Contact Name, Title:** Andy May - Engineer  
**Phone # & Email Address:** (904) 665-4510 mayar@jea.com  
**Dollar Value of Project:** \$125,000  
**Completion Date of Project:** March 2020



Attachment "D" con't.

5. Name of Project: Vida-Cann  
Project Description: Provide emergency response to pull their pump, replace the motor, and  
reinstall. We are also replacing their hydro tank.

Owner Name: Vida-Cann  
Contact Name, Title: Chuck Shannon -- Manager  
Phone # & Email Address: (904) 545-5815 chuck@loopsnursery.com  
Dollar Value of Project: \$30,000  
Completion Date of Project: December 2020

6. Name of Project: Arlington Well 2  
Project Description: Included pulling the pump, performing a video survey and geophysical  
logging, installing a partial liner to block off part of the formation due to poor water quality,  
performing additional testing, then client decided to abandon the well filling completely  
with neat portland cement.

Owner Name: JEA - Jacobs Engineering  
Contact Name, Title: Erik Svenson - Engineering Manager  
Phone # & Email Address: (904)636-5432  
Dollar Value of Project: \$125,000  
Completion Date of Project: November 2020

7. Name of Project: Bonaventure Well  
Project Description: Includes initial video survey of a well that has been out of service for  
about 20 years. Next step is to install a test pump, test for capacity, and pull water samples.

Owner Name: Green Cove Springs  
Contact Name, Title: Scott Schultz - City Manager  
Phone # & Email Address: (904) 297-7500 sschultz@greencovesprings.com  
Dollar Value of Project: \$2,500 to \$75,000  
Completion Date of Project: On going

8. Name of Project: St. Augustine  
Project Description: Included providing and installing all new 120' of 8" x 1-1/2" lineshaft  
pump with 100 HP motor and had special configuration and metalurgy.

Owner Name: St. Augustine - Power and Pump  
Contact Name, Title: David Lee - Project Manager  
Phone # & Email Address: (904) 356-5881 david.lee@powerandpumps.com  
Dollar Value of Project: \$75,000  
Completion Date of Project: 2010



ATTACHMENT "E"

Includes projects that Blake Hare managed while with another company

**RELATED PROJECT EXPERIENCE**

**1. Name of Project:** JEA - Maintenance Contract

**Project Description:** Includes all operations and maintenance for JEA's 140+ production wells and their well pumps as needed. The work can vary from a simple pump/well test to pulling, and repairing/replacing the well pumps to well head casing repairs to abandonments.

**Owner Name:** JEA

**Contact Name, Title:** Mike Hersey - O&M Manager

**Phone # & Email Address:** (904) 665-7883 hersmt@jea.com

**Dollar Value of Project:** \$75,000 to \$200,000 per year, varies widely

**Completion Date of Project:** On going current contract

**2. Name of Project:** Pace Island Well 2

**Project Description:** Included pulling the pump, containing the artesian flow, performing a video survey, and installing a pump they had purchased from Peerless.

**Owner Name:** Clay County Utility Authority

**Contact Name, Title:** Adam McLendon - Maintenance Supervisor

**Phone # & Email Address:** (904)626-5573 amclendon@clayutility.org

**Dollar Value of Project:** \$12,500

**Completion Date of Project:** July 2020

**3. Name of Project:** St. Johns County Well Assessment

**Project Description:** Included pulling the pump, performing a video survey, assessing conditions, making recommendations, and carrying out repairs/rehab for wells across the system.

**Owner Name:** St. Johns County

**Contact Name, Title:** Barry Stewart - Manager

**Phone # & Email Address:** (904) 209-2645 bstewart@sjcfl.us

**Dollar Value of Project:** \$200,000 - Varies

**Completion Date of Project:** 2020 - Current

**4. Name of Project:** JEA Wells Subprogram

**Project Description:** Rehab of production wells using our Patent Pending slow rate acid injection/placement methods. We have done over 75 in the recent years. This work also includes pulling/repairing/installing lineshaft pumps, fishing, logging, liners, etc.

**Owner Name:** JEA

**Contact Name, Title:** Mike Dykes

**Phone # & Email Address:** (904) 636-5432 mike.dykes@jacobs.com

**Dollar Value of Project:** \$150,000 - \$250,000 per project

**Completion Date of Project:** On going



Attachment "E" con't.

**5. Name of Project:** Main Street Well 15  
**Project Description:** Included installing pump in a newly drilled 20" production well that had about 7,800 GPM of artesian flow. The well was killed using a brine solution, the pump was installed, then the brine was disposed of properly.

**Owner Name:** JEA - Sawcross  
**Contact Name, Title:** Drew Hickenbotham - Project Manager  
**Phone # & Email Address:** (904) 751-7500 drewh@sawcross.com  
**Dollar Value of Project:** \$35,000  
**Completion Date of Project:** March 2019

**6. Name of Project:** Main Street Well 3  
**Project Description:** Included pulling the pump, video survey, fishing a suction pipe/strainer, plugging the well, digging down around the casing, cut off bad portion of the casing, welding a new piece of 18" casing and flange, pouring concrete slab, and installing a new pump and testing.

**Owner Name:** JEA - Jacobs Engineering  
**Contact Name, Title:** Dustin Dykes - Project Manager  
**Phone # & Email Address:** (904) 636-5432 dustin.dykes@jacobs.com  
**Dollar Value of Project:** \$54,000  
**Completion Date of Project:** July 2020

**7. Name of Project:** Inlet Beach Well 1 - Liner Installation  
**Project Description:** Included installing a full length liner, video survey and geophysical logging, testing, installing pump assembly, foundation, header line, flow meter, etc.

**Owner Name:** St. Johns County Utility Department  
**Contact Name, Title:** Scott Trigg  
**Phone # & Email Address:** (904) 209-2622 strigg@sjcfl.us  
**Dollar Value of Project:** \_\_\_\_\_  
**Completion Date of Project:** June 2014

**8. Name of Project:** Hilton Head Island  
**Project Description:** Included pre-testing, pulling the pump, video survey, replace everything below the discharge head (column, shafting, bowl assembly), and installing the pump and testing to ensure operation.

**Owner Name:** Broad Creek PSD  
**Contact Name, Title:** Scott Fugate - Manager  
**Phone # & Email Address:** (843) 422-6476 rsfugate@bcpsd.com  
**Dollar Value of Project:** \$60,000  
**Completion Date of Project:** June 2022

As demonstrated in all the above projects, our schedule control and quality of work has been proven over the years. We have scheduled and completed complex projects involving owners, engineers, subcontractors, etc. for all types of work. Our efficiency and expertise is rarely matched.

**Complete Services Well Drilling Incorporated**  
**9785 Well Water Road**  
**Jacksonville, Florida 32233**



### **Quality and Schedule Control**

**Complete Services Well Drilling Incorporated, is a Well Drilling Company located in Jacksonville, FL. We have successfully been completing municipal and industrial well work as a group for many years, some with over 40 years experience. What separates Complete Services from most companies that do this type of work is the experience and capabilities of most of the employees.**

**We handle a wide variety of projects in our industry and do so with the highest standards. By using quality manufacturers, we provide top of the line materials and parts and also have the backing by the manufacturer. If it is a complex project such a drilling job or acidization project, careful consideration is given to the individual project schedule. We use Microsoft Project for these types of projects. For smaller projects most of the time we don't use a formal software, more of a calendar use for laying out multiple projects over a 2-4 week span. As mentioned above, one of the greatest assets of the company is the flexibility we have with our employees. From the owner to the project managers to the field personnel, almost all of us have the ability to manage projects, lay out schedules, perform actual field work such as testing/pulling and installing pumps/well rehabilitation, video surveys, etc. With this flexibility, it makes it much easier to control the schedule and meet the client's needs and expectations.**



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

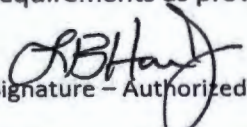
If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

**Proposer must select one of the following, and submit the supporting documentation, as applicable:**

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 \_\_\_\_\_

Proposer does not qualify for Local Preference in accordance with Section 16.3.1   X  

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

  
Signature - Authorized Respondent Representative

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

12/7/23  
Date of Signature

RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "A"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Duval

The Undersigned authority, L. Blake Hare, Jr. ("Affiant"), who being duly sworn, deposes and states that he/she is the (Project Manager) of the Bidder Complete Services Well Drilling, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for RFP NO 1629; Utility Well Assessment Program, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 7<sup>th</sup> day of DECEMBER, 2023.

[Signature]  
Signature of Affiant

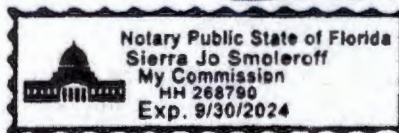
L. BLAKE HARE, JR.  
Printed Name of Affiant

PROJECT MANAGER  
Printed Title of Affiant

COMPLETE SERVICES WELL DRILLING, INC.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of Dec., 2023, by L. Blake Hare, Jr., who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: 9/30/24



BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.



RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "B"  
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, L. Blake Hare, Jr. (Affiant) who, being duly sworn, deposes and says he/she is PROJECT MANAGER (Title) of (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for **RFP NO: 1629; Utility Well Assessment Program.**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

COMPLETE SERVICES  
(Proposer Firm)

By [Signature]  
(Affiant Signature)

L. Blake Hare, Jr. - Proj. Manager  
(Printed Name & Title)

Date of Signature 12/7/23  
STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of Dec., 2023, by Affiant, who is personally known to me or has produced as identification.

Notary Public  
Sierra Jo Smoleroff

My Commission Expires: 9/30/24





**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP NO: 1629; Utility Well Assessment Program**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:




I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

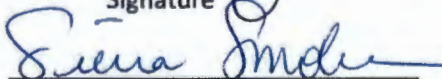


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: COMPLETE SERVICES WELL DRILLING, INC.

Authorized Representative(s):   
Signature

L. BLARE, JR. - PROJ. MANAGER  
Print Name/Title

  
Signature

Sierra Smoleroff, Proj. Manager  
Print Name/Title

**RFP NO: 1629; Utility Well Assessment Program**

**St. Johns County Board of County Commissioners**

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

COMPLETE SERVICES WELL DRILLING, INC. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature

12/7/23  
Date



RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF  
COUNTY OF

I, (Affiant), being duly authorized by and on behalf of (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 7<sup>th</sup> day of DECEMBER, 2023.

[Signature]  
Signature of Affiant

L. BLAKE HARE, JR.  
Printed Name of Affiant

PROJECT MANAGER  
Printed Title of Affiant

COMPLETE SERVICES WELL DRILLING, INC.  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of December, 2023 by Affiant, who is personally known to me or has produced as identification.

[Signature]  
Notary Public  
My Commission Expires: 9/30/24





ATTACHMENT "H"

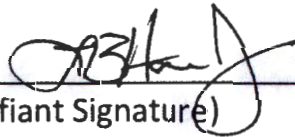
CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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 29CFR1926.650 (Subpart Pas 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.

COMPLETE SERVICES

(Proposer Firm)

By



(Affiant Signature)

L.B. HAZE, JR. - PROJECT MANAGER

(Printed Name & Title)



**COVER PAGE**

ST. JOHNS COUNTY PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

**FULL LEGAL NAME OF PROPOSER:** Partridge Well Drilling Co., Inc.

**MAILING ADDRESS:** 4744 Collins Rd. Jacksonville, FL 32244

---

**POINT OF CONTACT NAME & TITLE:** Lance Partridge - Vice President

**POINT OF CONTACT PHONE NUMBER:** 904-269-1333

**CONTACT EMAIL ADDRESS:** Lance@pwwdfi.com

**DATE:** 12-6-2023



**PRICE PROPOSAL SHEET**

<b>COMPANY NAME:</b> PARTRIDGE WELL DRILLING COMPANY INC			
<b>TASK 1</b>			
INITIAL WELL ASSESSMENT	LUMP SUM:	\$	8,000.00
VIDEO LOGGING SERVICES (AS DIRECTED)	LUMP SUM:	\$	2,500.00
	SUB-TOTAL	\$	10,500.00
<b>TASK 2</b>			
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	200.00	300.00	
General Foreman			
Working Foreman	250.00	375.00	
Electrician			
Carpenter			
Mechanic			
Truck Driver	125.00	187.50	
Equipment Operator			
Laborer (Skilled)	150.00	225.00	
Laborer (Unskilled)			
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS IF NEEDED)</b>			
Crane up to 30 ton	300.00	450.00	
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>TASK 3</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	LUMP SUM:	\$	2,500.00
Emergency Assessment	LUMP SUM:	\$	1,500.00
	SUB-TOTAL:	\$	4,000.00
Repairs / Time (Rates as above)	TIME:	\$	
Repairs / Material (Rates as above)	MATERIAL:	\$	
<b>TOTAL SUM (TASK ORDERS #1-#3)</b>	<b>TOTAL SUM:</b>	<b>\$</b>	

RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "A"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Duval

The Undersigned authority, Lance Partridge ("Affiant"), who being duly sworn, deposes and states that he is the Vice President of the Bidder Partridge Well Drilling Company, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for RFP NO 1629; Utility Well Assessment Program, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 6th day of December, 2023.

[Signature]  
Signature of Affiant

Lance Partridge  
Printed Name of Affiant

Vice President  
Printed Title of Affiant

Partridge Well Drilling Company, Inc.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6th day of December, 2023, by Lance Partridge, who is personally known to me or has produced as identification

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.



RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "B"  
PROPOSAL AFFIDAVIT

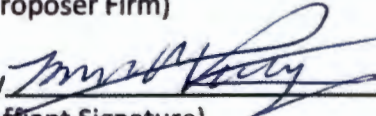
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Lance Partridge (Affiant) who, being duly sworn, deposes and says he is Vice President of (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for **RFP NO: 1629; Utility Well Assessment Program**.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Partridge Well Drilling Company, Inc  
(Proposer Firm)

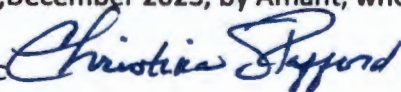
By   
(Affiant Signature)

Lance Partridge , Vice President  
(Printed Name & Title)

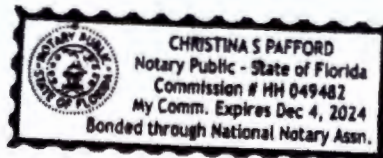
Date of Signature  
STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6th day of December 2023, by Affiant, who is personally known to me or has produced as identification.

Notary Public 

My Commission Expires:





**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP NO: 1629; Utility Well Assessment Program**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

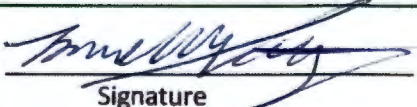
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Partridge Well Drilling Company, Inc.

Authorized Representative(s):  Lance Partridge, Vice President  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**RFP NO: 1629; Utility Well Assessment Program**

**St. Johns County Board of County Commissioners**

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE FORM**


The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Partridge Well Drilling Company, Inc does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature Lance Partridge

December 6, 2023  
Date



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

**Proposer must select one of the following, and submit the supporting documentation, as applicable:**

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 \_\_\_\_\_

Proposer does not qualify for Local Preference in accordance with Section 16.3.1 ✓

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

  
Signature – Authorized Respondent Representative

Printed Name & Title : Lance Partridge, Vice President

Date of Signature : December 6, 2023



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "F"  
CLAIMS, LIENS, LITIGATION HISTORY**

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 project 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 seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes \_\_\_\_\_ No  X  If yes, on separate sheet(s), provide an explanation of those instances.
6. 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, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.
8. 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, on separate sheet(s) explain in detail

RFP NO: 1629; Utility Well Assessment Program

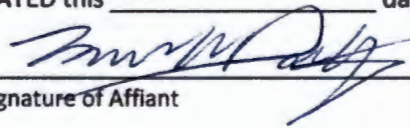
ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF Duval

I, (Affiant), being duly authorized by and on behalf of (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 6th day of December, 2023.

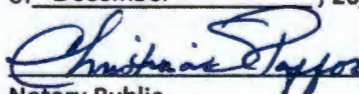
  
\_\_\_\_\_  
Signature of Affiant

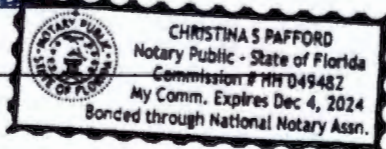
Lance Partridge  
\_\_\_\_\_  
Printed Name of Affiant

Vice President  
\_\_\_\_\_  
Printed Title of Affiant

PARTRIDGE WELL DRILLING COMPANY, INC  
\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6th day of December, 2023, by Affiant, who is personally known to me or has produced as identification.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_





ATTACHMENT "H"

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 29CFR1926.650 (Subpart Pas 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.

PARTRIDGE WELL DRILLING COMPANY, INC

\_\_\_\_\_  
(Proposer Firm)

By

  
\_\_\_\_\_  
(Affiant Signature)

Lance Partridge, Vice President

\_\_\_\_\_  
(Printed Name & Title)







**ATTACHMENT "K"  
RELEVANT EXPERIENCE**

Each Proposer must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

The information required shall include: dates of service, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

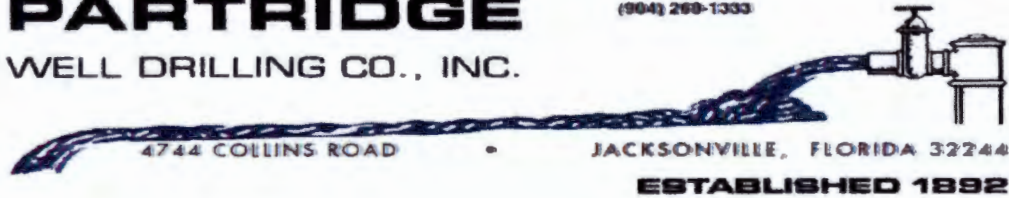
*Please attached next page, 33A.*



# PARTRIDGE

## WELL DRILLING CO., INC.

(904) 269-1333



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892

33A

### Relevant Experience

Project Name	Well	Pump	Location	Contract Amount	Start Date	Well Completion Date	Pump Installation Date	Owner's Name	Project Manager	PM Phone	PM Email
PGA Tour, Inc.	Abandon 12"x8" Well Drill New 10"x6" Well	25 HP Sub (G005250-1)	Ponte Vedra Beach	\$154,822.00	10/1/2022	10/19/2022	10/28/2023	PGA Tour, Inc.	Josh White	(917) 715 4431	<a href="mailto:joshwhite@PGATourHQ.com">joshwhite@PGATourHQ.com</a>
SJCUD NW-7	Drill New 20" Supply Well	50 HP Turbine (12R/JHC-5)	St Augustine	\$313,256.00	12/1/2021	6/15/2022	8/4/2023	SJCUD	Scott Trigg	(904) 209 2614	<a href="mailto:sttrigg@scfi.us">sttrigg@scfi.us</a>
Jacksonville University Well #3	Drill New 12"x8" Well Abandon Old 12" Well	40 HP Turbine (FW11LC-3)	Jacksonville	\$221,920.00	8/28/2020	11/17/2020	12/26/2020	Patrick Engineering Inc.	Scott Becher	(904) 510 4853	<a href="mailto:sbecher@patrickco.com">sbecher@patrickco.com</a>
WestRock Well 6B	Coverted Existing Well to LFA Production Well	60 HP Turbine	Fernandina	\$1,378,857.00	12/1/2020	11/1/2021	4/19/2022	WestRock Cp, LLC	Michael Woodworth	(904) 277 5700	<a href="mailto:michael.woodworth@westrock.com">michael.woodworth@westrock.com</a>
Long Point Golf Club	12" x 8" Well to 660'	40 HP Turbine (FW11LC-3)	Fernandina	\$227,930.00	3/1/2021	4/1/2021	4/19/2021	The Amella Island Club at Long Point	Kirk Kirkland	(904) 321 5057	<a href="mailto:kirkland.kirk@amellaislandclub.com">kirkland.kirk@amellaislandclub.com</a>
Trail Ridge Drinking Water	10"x6" Well to 806'	50 HP Sub (4755500-6-A)	Starke	\$276,936.00	12/1/2021	3/1/2022	3/14/2022	Kleinfelder, Inc.	Elliott Mallard	(904) 452 5747	<a href="mailto:emallard@kleinfelder.com">emallard@kleinfelder.com</a>
Vulcan Materials Company	36" x 30" x 24" x 18" (1251') 16" x 10" x 6" x 3" (860')	250 HP Turbine (H14MC)	Grandin	\$659,388.00	5/23/2016	1/31/2017	4/11/2017	Vulcan Materials Company	Traci Johns	(904) 482 2457	<a href="mailto:johnst@vmm.com">johnst@vmm.com</a>

**RFP NO: 1629; Utility Well Assessment Program**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated , 20\_\_.

For  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

*Please see attached bid bond.*



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

PARTRIDGE WELL DRILLING COMPANY, INC.

### Filing Information

<b>Document Number</b>	465226
<b>FEI/EIN Number</b>	59-1564237
<b>Date Filed</b>	11/19/1974
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/23/2015
<b>Event Effective Date</b>	NONE

### Principal Address

4744 COLLINS RD  
JACKSONVILLE, FL 32244

Changed: 04/11/2012

### Mailing Address

4744 COLLINS RD  
JACKSONVILLE, FL 32244

Changed: 04/11/2012

### Registered Agent Name & Address

FloridAgent.com, Inc.  
1543 Kingsley Ave Ste 5  
Orange Park, FL 32073

Name Changed: 09/01/2021

Address Changed: 09/01/2021

### Officer/Director Detail

#### **Name & Address**

Title ST



ALDERSON, LINDA P  
4744 COLLINS ROAD  
JACKSONVILLE, FL 32244

Title PRES

PARTRIDGE III, DONAL MERRITT  
4744 COLLINS ROAD  
JACKSONVILLE, FL 32244

Title VP

PARTRIDGE , LANCE M  
4744 COLLINS RD.  
JACKSONVILLE, FL 32244

Title CEO

Partridge, Jr., Donal M.  
4744 COLLINS RD  
JACKSONVILLE, FL 32244

**Annual Reports**

Report Year	Filed Date
2021	03/25/2021
2022	04/12/2022
2023	04/04/2023

**Document Images**

<a href="#">04/04/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/01/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/06/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">04/05/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

June 28, 2023

Lance Partridge  
Partridge Well Drilling Co Inc  
4744 Collins Rd  
Jacksonville, FL 32244-9507

SUBJECT: Water Well Contractor's License No.7402

Please find enclosed your water well contractor's license as issued by the St. Johns River Water Management District on June 28, 2023. You will need to cut out the license card and maintain it in a safe place for future use.

Please contact me if you have any questions.

Sincerely,

Wesley Curtis, Hydrologist IV  
Division of Water Supply Planning and Assessment  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529  
(386) 937-0600

---

#### GOVERNING BOARD

---

Rob Bradley, CHAIR  
FLEMING ISLAND

Ryan Atwood  
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

Doug Bourmique  
VERO BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Douglas Burnett  
ST AUGUSTINE

Cole Oliver  
MERRITT ISLAND

Ron Howse, TREASURER  
COCCA

Janet Price  
FERNANDINA BEACH





**STATE OF FLORIDA**  
**WATER WELL CONTRACTOR LICENSE**

*Issued to*

**Lance Partridge**

*By*

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

**License: 7402**

**Expires: July 31, 2025**

*Wesley A. Curtis*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Blackadar Insurance Agency, Inc 1436 N Ronald Reagan Blvd Longwood FL 32750	<b>CONTACT NAME:</b> Denise Carberry	
	<b>PHONE (A/C, No, Ext):</b> 407-831-3832 ext 124	<b>FAX (A/C, No):</b> 407-830-4681
<b>E-MAIL ADDRESS:</b> Denise@blackadar.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> FFVA Mutual Insurance Company		10385
<b>INSURER B :</b> Allied Property & Casualty Insurance Company		42579
<b>INSURER C :</b> EVANSTON INS CO		35378
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** PARTWEL-01  
 Partridge Well Drilling Co., Inc.  
 4744 Collins Rd.  
 Jacksonville FL 32244-9507

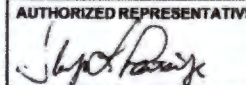
**COVERAGES** **CERTIFICATE NUMBER:** 832747205 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Broad Form	Y	Y	ACP3068263328	6/1/2023	6/1/2024	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 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACP3068263328	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ACP3068263328	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC84000194882023A	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B C	Contractors Equipment Installation Floater Pollution Liability		Y	ACP3068263328 ACP3068263328 CPLMOL111502	6/1/2023 6/1/2023 5/29/2022	6/1/2024 6/1/2024 5/29/2024	Leased/Rented Limit \$100,000 Limit \$250,000 Limit \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder is included as Additional Insured in regard the General Liability on a Primary and non contributory basis and Business Auto when required by written contract. Blanket Waiver of Subrogation applies; with regard to General Liability, Contractors Pollution Liability and Business Auto when required by written contract. Waiver of Subrogation applies to Workers' Compensation when required by written contract.

Ref: Project Number: RFP No. 1629  
 St. Johns County is included as Additional Insured in regard to the General Liability and Auto Liability on a primary and non-contributory basis when required by written contract. Umbrella follows forms. 10 day notice of cancellation.

<b>CERTIFICATE HOLDER</b>  St Johns County, a political subdivision of the State of Florida Attn: Purchasing Division 500 San Sebastian View St Augustine FL 32084	<b>CANCELLATION</b>  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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENDORSEMENT FORM - FLORIDA**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **A. CHANGES FOR TRAILERS AND FARM EQUIPMENT**

1. Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
  4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
  5. Farm wagons or farm implements while being towed by a covered "auto".

#### **B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES**

2. Paragraph B.2 of SECTION 1 – COVERED AUTOS is replaced by the following:
  2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

#### **C. BLANKET ADDITIONAL INSURED**

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person

or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II – LIABILITY COVERAGE of the Coverage Form

#### **D. REPLACED EXCLUSIONS**

The Expected or Intended Injury Exclusion IN SECTION II – LIABILITY COVERAGE is replaced by the following:

##### **Expected or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

#### **E. ADDITIONAL EXCLUSIONS**

The following exclusions are added to SECTION II – LIABILITY COVERAGE:

##### **Damage to Named Insured's Property**

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

##### **Abuse or Molestation**

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

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
  - 1) Employment;
  - 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or



- 5) Retention;  
of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

**Explosives**

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**Rolling Stores**

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

**Wrong Delivery of Liquid Products**

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

**Professional Services**

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

**F. MOTOR HOME CONTENTS COVERAGE**

- 1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III – PHYSICAL DAMAGE:

**Motor Home Contents**

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

- b. "Loss" to TV antennas, awnings or canopias.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

**G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

**H. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".
- 3. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.



**I. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

1. You, if you are an individual
2. A partner, if you are a partnership;
3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

**J. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

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. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**K. AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

**A. Changes In Liability Coverage**

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a

contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes In General Conditions**

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**L. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**All terms and conditions of this policy apply unless modified by this endorsement.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT  
INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Lost Key Coverage**

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:  
If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.
2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

**B. Voluntary Property Damage**

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:  
At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.
2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

**C. Non-Owned Watercraft**

- Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:
- (a) Less than 51 feet long; and

**D. Expanded Property Damage Coverage**

1. For the purposes of this endorsement only: **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion J. Damage To Property** is amended as follows:
  - a. Paragraphs (3), (5), and (6) are deleted in their entirety.
  - b. Paragraph (4) is deleted in its entirety and replaced with:
    - (4) Personal property in the care, custody, or control of the insured:
      - (a) for storage or sale at premises you own, rent or occupy; or
      - (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
  - c. The coverage provided by this endorsement does not apply to "property damage":
    - (1) Arising out of the disappearance or loss of use of personal property; or
    - (2) Included in the "products-completed operations hazard".
2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.
3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.  
We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.



This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

**E. Damage To Premises Rented To You**

- 1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

- 2. Under Section III – Limits Of Insurance, Paragraph 6 is replaced with:

6. 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, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- 3. Under Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (II) is replaced with:

(II) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage Insurance for premises rented to you or temporarily occupied by you with permission of the owner.

**F. Supplementary Payments**

Under Section I – Coverages, Supplementary Payments – Coverages A and B Paragraphs 1.b and 1.d. are replaced with:

- b. Up to \$2,500 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.

- 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.

**G. Newly Formed And Acquired Organizations**

Under SECTION II – WHO IS AN INSURED Paragraph 3.a. is replaced with:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

Section II – Who Is An Insured is amended to include:

- 1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. Lessors of Leased Equipment – 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(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.



This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**c. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or 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".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

**d. Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

**(1) Your acts or omissions; or**

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "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 survey services, including:

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

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. - d. described above, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. - d. described above:

- 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
3. **Primary and Noncontributory - Other Insurance Conditions**

The following is added to the **Other Insurance Condition** and supersedes any provisions to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. **Employee Bodily Injury To Another Employee**

Under **Section II - Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. **Broad Form Named Insured**

Under **Section II - Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. **Aggregate Limit Per Location**

Under **Section III - Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. **Aggregate Limit Per Project**

Under **Section III - Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.



**M. Medical Payments**

Under Section III – Limits Of Insurance, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- a. \$10,000; or
  - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

**N. Knowledge Of An Occurrence**

Under Section IV – Commercial General Liability Conditions, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

**O. Unintentional Failure To Disclose Hazard**

Under Section IV – Commercial General Liability Conditions, Condition 6. Representations the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**P. Waiver Of Subrogation**

Under Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting 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".

**Q. Liberalization**

Under Section IV – Commercial General Liability Conditions, the following paragraph is added:

**10. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**R. Broadened Bodily Injury Definition (Mental Anguish)**

Under Section V – Definitions Definition 3. "Bodily Injury" is replaced with:

- 3. "Bodily Injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

**Ongoing Operations**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**B. Section II – Who Is An Insured** is amended to include as an additional insured:

**Products–Completed Operations**

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C. 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.

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**D. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance and supersedes any provision to the contrary:**

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

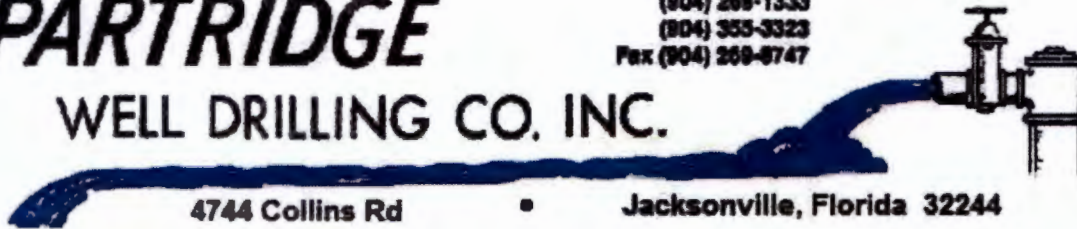
- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**All terms and conditions of this policy apply unless modified by this endorsement.**

# **PARTRIDGE**

## **WELL DRILLING CO. INC.**

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



**4744 Collins Rd**

**Jacksonville, Florida 32244**

December 6<sup>th</sup>, 2023

St. Johns County Purchasing Department

500 San Sabastian View

St. Augustine, Florida 32084

### Quality & Schedule Control

Partridge Well Drilling Company was established in 1892 and been a family-owned business ever since. The company has managed to maintain operations through many challenges, world wars, depressions, and recessions, just to name a few. All while maintaining quality, reliable service to Northeast Florida. This has been accomplished with solid leadership, focused management, high quality employees and good equipment.

Field technicians are supervised by an immediate manager and the CEO of the company. We maintain an office staff of 10 people and we have an in-house maintenance department to provide maintenance and emergency service for our equipment.

We do not expect that subcontractors will be needed for this project. We have the experience, staff, and equipment to tackle most well-pump projects in house. However, we do have established relationships with local safe, licensed professionals. These are long term relationships that neither party would want to jeopardize.

This along with many other factors allow Partridge Well Drilling Company to maintain a tight schedule and exceptional quality control. We have tackled many large projects in Northeast Florida over our 130+ years of service including a previous St. Johns County Utility Well Assessment Program. We are confident that we can provide quality service to St. Johns County in the future.





**2023 - 2024 LOCAL BUSINESS TAX RECEIPT**

**JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370  
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403  
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024 .

PARTRIDGE WELL DRILLING  
4744 COLLINS RD  
JACKSONVILLE, FL 32244

ACCOUNT NUMBER: 14567  
BUSINESS NAME: PARTRIDGE WELL DRILLING  
PHYSICAL ADDRESS: 4744 COLLINS RD  
JACKSONVILLE, FL 32244  
CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES  
STATE LICENSE NO: STATE LIC # REQ'D



COUNTY TAX: 45.00  
MUNICIPAL TAX: 211.25  
COUNTY LATE PENALTY: 0.00  
MUNICIPAL LATE PENALTY: 0.00  
TOTAL TAX: 256.25

RENEWAL

VALID UNTIL September 30, 2024

**2023 - 2024**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

Paid 23082100003145 08/21/2023 \$ 256.25

This Receipt is issued pursuant to  
County ordinance 87-36

**2023/2024 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

**Account** 1040169  
**EXPIRES** September 30, 2024

**Business Type** Well Drilling Service (L)  
**Location** 4744 Collins Rd  
Out Of Area 32244

**New Business**  
**Transfer**

**Business Name** Partridge Well Drilling  
Company Inc

**Owner Name** Partridge Well Drilling Company Inc

**Mailing Address** 4744 Collins Rd  
Jacksonville, FL 32244



<b>Tax</b>	22.00
<b>Penalty</b>	0.00
<b>Cost</b>	0.00
<b>Total</b>	22.00

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2022-8512173 on 07/20/23 for \$22.00**



## Partridge Well Drilling Co.,Inc Key Management Personal and representative projects.

### Resume: Pat Partridge – President

Pat. Partridge became a licensed Florida water well contractor in 1975. He is also licensed in Georgia and Mississippi. He became president of Partridge well Drilling Co. Inc. in 1982 and is the fifth generation of the Partridge family to manage the Company that was founded in 1892. Mr. Partridge is a member of the National Groundwater Association, Florida Association of Environmental Professionals, and has been a member of the Florida Ground Water Association and on the Board since 1982. He has served as President of the FGWA for more than ten years. He has also been a member of the Orange Park Rotary since 1991. Pat Partridge has also completed OSHA 40-Hour Hazwoper Training.

### EXPERIENCE

Mr. Partridge has drilled wells from 2” in diameter to 20” in diameter. Wells have been drilled and completed into all aquifers in North Florida including the Floridian aquifer. Wells completed have been over a 1,000’ Deep. All aspects of a well or well field projects have been completed by Mr. Partridge. The services provided have included, design, bidding, location, permitting, well construction, well development, and pump installation. As a project manager Mr. Partridge has been responsible for hundreds of well projects. The following list is just some of the clients that Mr. Partridge has teamed up with on various projects:

- JEA
- Clay County Utility Authority
- St. Johns County Utility Department
- SJRWMD
- Adena Springs
- City of Bunnell
- City of Hilliard
- City of St. Augustine
- City of Callahan
- City of Ormond Beach
- City of Glenn St. Mary
- City of Jacksonville Fire Department
- NAS Jacksonville
- NAS Mayport
- NAS Gulfport Mississippi
- NAS Key West
- Northrup Grumman
- International Paper, Savannah

### **Resume: Merritt Partridge – Vice President**

Merritt Partridge is Vice President of Partridge Well Drilling Co., Inc.. Merritt and his brother Lance Partridge are the sixth generation of Partridge Well Drilling. Merritt has degree in business administration from the University of North Florida and is a licensed water well contractor in Florida. He is immediate past president of the Florida Ground Water Association, and the current president of the National Ground Water Association. Merritt has over a decade of in the field experience. . He has also completed OSHA 40-Hour Hazwoper Training. He currently manages operations of the well drilling department at Partridge Well.

### **Resume: Russell Stevens Partridge – Vice President of Pump & Water Treatment Divisions**

Russell Stevens is a Class C Licensed Water Plant Operator and has been with the company since 1990. Russell started as a helper in the pump department. He was promoted to installer/technician with an aptitude towards water treatment. Russell now manages Partridge Wells pump and water treatment department. Russell is extremely knowledgeable in pumps, tanks and water treatment, which includes water softeners, chlorination/dechlorination, aeration systems, reverse osmosis and potassium permanganate systems.

### **Projects managed for some of these Clients Include:**

- 2018 -St Johns County Well Field; Two double cased Floridian Aquifer wells were drilled. Well sizes were 30", and 20", casing was set and grouted in place and the total well depth was 375'. Two intermediate wells were completed, and two shallow monitor wells were completed. A 48 hour APT was performed pumping the well at 2,500 GPM. Sinkholes and caving formations were challenges that had to be overcome on this project.
- 2010 - Well TR 42 in St Johns County: Well rehabilitation on this 18" production well included a step drawdown test. The turbine pump was removed and rebuilt. The 18" borehole was back plugged and a 14" SCH 80 PVC casing was installed and grouted into place. The well was redeveloped. The "air burst" well rehabilitation procedure was used resulting in little improvement for production. Well was redeveloped and turbine pump reinstalled.
- In the past few years, several screened wells and open hole wells have been rehabilitated and the flow increased by the use of Liquid Acid Descaler. In some cases, production has been increased by 30%.
- 2013 - Adena Springs / SJRWMD. Straight 12" production wells were drilled. Several upper Floridian Aquifer well were drilled. Several surficial aquifer wells were drilled. An 18" X 12" X 6" Monitor well was drilled to 950'. A step draw down test was done, well was logged and then



back plugged to 440'. A 72 hour APT was then provided with 24/7 monitoring of the well field monitor wells.

- 2014-2020 - Multiple wells serviced in St Johns County for the “Water Well Assessment & Rehabilitation Services” contract. Scope of services includes:
  - Pre-bid meetings
  - Submittal of proposal
  - Preconstruction meeting
  - Permitting
  - Maintenance of traffic
  - Control of water flow
  - Pump removal and assessment
  - Well logging and videoing
  - Well rehabilitation
  - Pump repair or replacement
  - Pump reinstallation
  - Well completion reports

# **Lance M. Partridge**

## **Water Well Driller**

### **Education/ Professional Registrations**

- B.S. Degree in Geology (University of South Florida)
- Commercial Driver's License; tanker, air brakes, and doubles endorsements
- 40 hr OSHA 29 CFR 1910.120
- 8 hr OSHA Annual Refresher
- 10 hr Construction Training (JEA)
- TWIC Card

### **Professional Affiliations**

- Florida Groundwater Association
- National Groundwater Association

### **Total Years of Experience & Years with Partridge Well Drilling**

- 10 years

### **Depth of Experience**

- Operating GeoProbe 6610 DT
- Operating DrillMaster 400
- Operating DrillMAX 250
- Mastered drilling techniques such as mud rotary, reverse air, air hammer, direct push, hollow stem augers
- Construction of multiple rock wells and gravel-pack wells
- Completion of multiple artesian water wells
- Assisting completion of multiple municipal supply wells exceeding 1500 feet and 30" casing for JEA, SJRWMD, SJUD, & CUA



- **Installing multiple geothermal wells both open and closed loop; commercial and residential; including a system consisting of 30 bore holes for the FL Air National Guard**
- **Mastered and training others to successfully fuse geothermal pipe and install headers**
- **Completing rehabilitation of environmental monitoring wells, municipal supply wells, and residential supply wells**
- **Installation of multiple monitoring wells; direct push & augers**
- **Mastering soil sampling; split spoons & direct push**
- **Overseeing abandonments of multiple wells exceeding 400 feet throughout Florida**

# **Jonathon Meeks**

**Senior Pump Technician of Partridge Well Drilling Co., Inc.**

## **Education/ Professional Registrations**

- MSHA Part 46 New Miner Training
- MSHA CPR/First Aid Certificate
- JEA Safety Supervisor Certificate

## **Total Years of Experience**

- 19 years

## **Depth of Experience**

- Operating Pulstar Hydraulic Pump Hoists and various service trucks.
- Installation and repair of varies types of pumps including centrifugal, submersible, and turbine.
- Installation and repair of various types of motor starting equipment including across the line starts and variable frequency drives.
- Safely managing multiple job sites and employees.
- Completing commercial jobs with design flows exceeding 1500 GPM.
- Most senior technician. Provides leadership and training for new employees.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Partridge Well Drilling Company, Inc.  
4744 Collins Road, Jacksonville, FL 32244

as Principal, hereinafter called the Principal, and HARCO NATIONAL INSURANCE COMPANY  
4200 SIX FORKS ROAD, SUITE 1400, RALEIGH, NC 27609

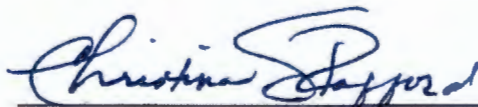
a corporation duly organized under the laws of the State of Illinois  
as Surety, hereinafter called the Surety, are held and firmly bound unto St Johns County, FL, Board of County Commissioners  
500 San Sebastian View, St Augustine FL 32084

as Obligee, hereinafter called the Obligee, in the sum of -FIVE PERCENT (5%) OF PROPOSED BID-  
Dollars (\$ ---5%--- ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for UTILITY WELL ASSESSMENT PROGRAM  
Project Number: RFP No: 1629

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of December 2023

  
(Witness)

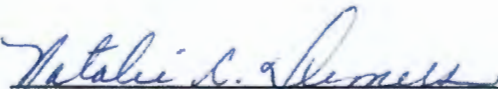
Partridge Well Drilling Company, Inc.

(Principal)

By: 

(Seal)

Vice President  
(Title)

  
Natalie C. Demers  
(Witness)

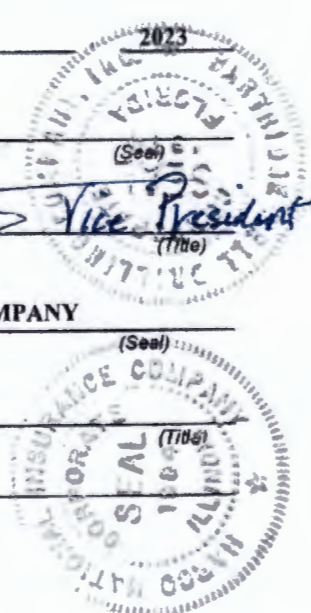
HARCO NATIONAL INSURANCE COMPANY

(Surety)

By: 

Attorney-in-Fact

Kevin Wojtowicz  
(Title)





**POWER OF ATTORNEY**

Bond # n/a

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**EDWARD M. CLARK, LAURA D. MOSHOLDER, BRETT ROSENHAUS, DON BRAMLAGE, KEVIN WOJTOWICZ**

Sanford, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



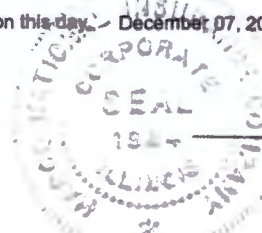
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 07, 2023



Irene Martins, Assistant Secretary



## **COVER LETTER**

***St. Johns County Purchasing Department***

***Utility Well Assessment Program***

***RFP NO. 1629***

**A.C. Schultes of Florida, Inc.**

**Corporation**

**11865 US HWY 41 S.**

**Gibsonton, FL 33534**

**(813)741-3010**

**Gregory Schultes, Vice President**

**[Greg.acsfl@acschultes.com](mailto:Greg.acsfl@acschultes.com)**



**RFP NO: 1629; Utility Well Assessment Program**

**COVER PAGE**

ST. JOHNS COUNTY PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: A.C. Schultes of Florida, Inc.

MAILING ADDRESS: 11865 US Hwy 41 South, Gibsonton, FL 33534

POINT OF CONTACT NAME & TITLE: Greg Schultes, Vice President

POINT OF CONTACT PHONE NUMBER: (813)741-3010

CONTACT EMAIL ADDRESS: Greg.acsfl@ACSchultes.com or Admin.acsfl@ACSchultes.com

DATE: 12/10/23





## **Section 2: Staff Qualifications & Professional Team**



July 31, 2025  
Expiration Date

Well Construction Section  
Water Use Permit Bureau





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**SCHULTES, GREGORY**

A C SCHULTES OF FLORIDA INC  
6005 FOAL CREEK DRIVE  
PARRISH FL 34219

**LICENSE NUMBER: CGC1516532**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Odell Studner Group, LLC 200 North Warner Road, Ste 450 King of Prussia PA 19406	<b>CONTACT NAME:</b> Monica O'Toole <b>PHONE (A/C, No, Ext):</b> 484-586-3900 <b>E-MAIL ADDRESS:</b> certs@odellstudner.com	<b>FAX (A/C, No):</b> 610-995-0105
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> A.C. Schultes of Florida, Inc. A.C.S. & Sons, Inc. 11865 US Highway 41 South Gibsonton FL 33534	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER C:</b> The Cincinnati Indemnity Company	23280
	<b>INSURER D:</b> Allied Insurance Company of America	10127
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 423234507

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.

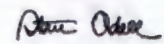
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO038070808	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BAP038071008	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2S94663123NF	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC038070808	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <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
C D	Leased/Rented Equipment Equipment Floater Professional			ENP 0581903 03129434	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Limit \$300,000 Deductible \$750,000 Limit Occ./Agg \$1MM/\$1MM

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Pollution Liability (SIR \$25k) Carrier: Allied Insurance Company of America; Policy # 03129434; Policy term: 7/1/2023 to 7/1/2024 Limit Occ./Agg - \$2MM/\$2MM

Certificate holder and other Entities listed below as reasonably requested, are named additional insured under General Liability, Automobile Liability and Umbrella/Excess Liability follows form, only as required by written contract. Blanket Waiver of Subrogation in favor of the Certificate Holder and other Entities listed below as reasonably requested, with respect to General Liability, Automobile Liability, Workers' Compensation and Umbrella/Excess Liability follows form, as required by written contract and permitted by state law. This insurance is primary and non-contributory insurance as respects coverage to an additional insured persons, where the written contract or written agreement requires that this insurance be primary and non-contributory. 30 day notice of cancellation by carrier to be provided certificate holders for which there is an address listed, 10 days for non-payment of premium.  
Evidence of Insurance Coverage

**CERTIFICATE HOLDER****CANCELLATION**

AC Shultes of Florida, Inc 11865 Highway 41 South Gibsonton FL 33543	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



# *State of Florida*

## *Department of State*

I certify from the records of this office that A.C. SCHULTES OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on February 10, 2003.

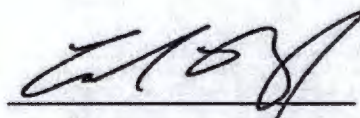
The document number of this corporation is P03000015991.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 6, 2023, and that 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  
the Sixth day of February, 2023*



  
*Secretary of State*

Tracking Number: 6695583428CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P03000015991

**Entity Name:** A.C. SCHULTES OF FLORIDA, INC.

**Current Principal Place of Business:**

11865 US HIGHWAY 41 SOUTH  
GIBSONTON, FL 33534

**Current Mailing Address:**

11865 US HIGHWAY 41 SOUTH  
GIBSONTON, FL 33534

**FEI Number:** 14-1871186

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

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

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** GREGORY SCHULTES

02/06/2023

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title VP  
Name SCHULTES, AUGUST CIV  
Address 664 S. EVERGREEN AVE  
City-State-Zip: WOODBURY HEIGHTS NJ 08097

Title ST  
Name DEMATTE, JEFFREY  
Address 664 S. EVERGREEN AVE  
City-State-Zip: WOODBURY HEIGHTS NJ 08097

Title VP  
Name SCHULTES, GREGORY L  
Address 11865 US HIGHWAY 41 SOUTH  
City-State-Zip: GIBSONTON FL 33534

Title PRESIDENT  
Name HALWANI, NAJIB  
Address 1451 S.E. 9TH COURT  
City-State-Zip: HIALEAH FL 33010

Title VP  
Name CEPEDA, JUAN C  
Address 7584 W TENNESSEE ST  
City-State-Zip: TALLAHASSEE FL 32304

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JEFFREY A. DEMATTE

CFO

02/06/2023

Electronic Signature of Signing Officer/Director Detail

Date



<b>ACSFL PERSONNEL</b>			
<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Experience</b>
Schultes	Gregory	General Manager	20+ Years
Collazo	Ivan	Project Manager	10+ Years
Pedraza	Yudel	Supervisor	10+ Years
Baltazar	Rufino	Drilling Foreman	10+ Years
Pereira-Alonso	Osmany	Skilled Laborer	6+ Years
Shea	Daniel	Skilled Laborer	1+ Years
Gomez	Kevin	Skilled Laborer	1+ Years
Schultes	Tim	Pump Foreman	20+ Years
Angeloveski	Anthony	Skilled Laborer	1+ Years
Brown	Derrell	Pump Foreman	3+ Years
Dampier	Roy	Drilling Foreman	10+ Years
Japon	Mauricio	Drilling Foreman	5+ Years
Leon Brito	Faustino	Skilled Laborer	2+ Years
Anton	Victor	Drilling Foreman	8+ Years
Molina Rosa	Felix	Pump Foreman	5+ Years
Molina Ordonez	Felix	Skilled Laborer	1+ Years
Oquendo	Armando	Skilled Laborer	2+ Years
Pedraza	Barbaro	Skilled Laborer	1+ Years
Pedraza	Jose	Skilled Laborer	1+ Years
Rodriguez	Lorelvys	Skilled Laborer	1+ Years
Diaz	Dalber	Skilled Laborer	1+ Years
Manso	Marcos	Skilled Laborer	1+ Years

\*Estimated crew size for the project is 2-4 employees

\*Crew will be selected when construction begins. Employees designated for this project shall depend on

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "J"**

**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Respondent is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Respondent must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Services
Lee Logging	Geophysical Logging	Nicholas Lee	954-304-6396 7786 Oak Grove Circle Lake Worth, FL 33467	No	1%





## **Section 3: Related Experience**

Qualifications

**As Bidder, we certify the following:**

(1) NAME & LOCATION OF PROJECT:

Well & Pump Maintenance, Well Rehabilitation and Monitor Well Maintenance/Construction

Sarasota, FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:  PRIME CONTRACTOR [ ] SUBCONTRACTOR

PERCENTAGE COMPLETED BY CONTRACTOR: 100%

SCOPE OF WORK: This contract involves well rehabilitation work such as: Well development, acidization, patching/lining wells. Also, involving well abandonments and pump service.

Each time the City of Sarasota is in need of something that pertains to the contract, we are required to provide a quote based on the contract to perform the work.

CONTRACT VALUE: \$ 1,229,082.00 CONTRACT START AND COMPLETION DATES: 5/2017 to 12/2023

OWNER: City of Sarasota ADDRESS: 1565 First St. Sarasota, FL 34236

OWNER NAME, PHONE NUMBER & EMAIL: Randy Shotto (941)954-4151 Randall.shotto@sarasotafl.gov

OWNER CONSTRUCTION MANAGER: Randy Shotto (941)954-4151 Randall.shotto@sarasotafl.gov

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL AND ADDRESS:

N/A

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Qualifications

**As Bidder, we certify the following:**

(1) NAME & LOCATION OF PROJECT:

Maintenance & Repair Services for Water Supply Well & Pumps

Mount Dora, FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:  PRIME CONTRACTOR [ ] SUBCONTRACTOR

PERCENTAGE COMPLETED BY CONTRACTOR: 100%

SCOPE OF WORK: Remove, inspect, refurbish/replace VTP & Submersible pump assemblies, video logging, scrub casing, etc.

CONTRACT VALUE: \$ 150,000.00 CONTRACT START AND COMPLETION DATES: 2/2019 to 2/2025

OWNER: City of Mount Dora ADDRESS: 1250 N. Highland St. Mount Dora, FL 32757

OWNER NAME, PHONE NUMBER & EMAIL: Dan Ortiz (352)516-3692 Dortiz@cityofmtdora.com

OWNER CONSTRUCTION MANAGER: Dan Ortiz (352)516-3692 Dortiz@cityofmtdora.com

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL AND ADDRESS:

N/A

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Qualifications

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT:

As needed Evaluation, Rehabilitation and Construction Services

Various locations

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:  PRIME CONTRACTOR [ ] SUBCONTRACTOR

PERCENTAGE COMPLETED BY CONTRACTOR: 100%

SCOPE OF WORK: Mobilize, inspect, remove/reinstall, video and geophysical logging, perform specific capacity testing, scrub casing, disinfect, acidize, develop well, and abandonment services.

CONTRACT VALUE: \$ 906,290.00 CONTRACT START AND COMPLETION DATES: 8/2019 to 9/2024

OWNER: Tampa Bay Water ADDRESS: 2575 Enterprise Rd. Clearwater, FL 33763

OWNER NAME, PHONE NUMBER & EMAIL: Erin Hayes (727)608-7351 Ehayes@tampabaywater.org

OWNER CONSTRUCTION MANAGER: Erin Hayes (727)608-7351 Ehayes@tampabaywater.org

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL AND ADDRESS:

N/A

ADDITIONAL INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Qualifications

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Maintenance & Repair Water Supply Wells & Pumps

Various locations

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:  PRIME CONTRACTOR [ ] SUBCONTRACTOR

PERCENTAGE COMPLETED BY CONTRACTOR: 100%

SCOPE OF WORK: Well rehabilitation, abandonment & pump service. Various VTP

& Submersible pump removals, inspections, refurbishments, or replacements

and reinstalling. From 4" column to 12" column and depths to over 200'.

CONTRACT VALUE: \$ 889,580.00 CONTRACT START AND COMPLETION DATES: 3/2020 to 2/2025

OWNER: TOHO Water Authority ADDRESS: 1628 S. John Young Pkwy. Kissimmee, FL 34743

OWNER NAME, PHONE NUMBER & EMAIL: Michael Powers (407)944-5074 Mpowers@tohowater.com

OWNER CONSTRUCTION MANAGER: Michael Powers (407)944-5074 Mpowers@tohowater.com

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL AND ADDRESS:

N/A

---

---

---

ADDITIONAL INFORMATION: \_\_\_\_\_

---

---

---

---



Qualifications

**As Bidder, we certify the following:**

(1) NAME & LOCATION OF PROJECT:

As needed Well Drilling Construction, Rehabilitation & Repair Services

Multiple locations in Pasco County

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:  PRIME CONTRACTOR [ ] SUBCONTRACTOR

PERCENTAGE COMPLETED BY CONTRACTOR: 100%

SCOPE OF WORK: Pump service and well rehabilitation contract. Remove, inspect, refurbish or replace pump VTP and Submersible assemblies. Scrub well casing well abandonment's, video logging etc.

CONTRACT VALUE: \$781,400.00 CONTRACT START AND COMPLETION DATES: 11/2018 - 11/2021 & renewed until 11/2024

OWNER: Pasco County ADDRESS: 7356 State St. Ste. 221, New Port Richey, FL 34654

OWNER NAME, PHONE NUMBER & EMAIL: Maynard Vickers (813)235-6194 ext.6920 Mvickers@pascocountyfl.net

OWNER CONSTRUCTION MANAGER: Maynard Vickers (813)235-6194 ext.6920 Mvickers@pascocountyfl.net

ENGINEER CONTACT NAME, PHONE NUMBER, EMAIL AND ADDRESS:

N/A

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**A.C. Schultes**

**INFLUENT TO EFFLUENT**

## **Section 4: Quality & Schedule Control**

# QUALITY CONTROL

Key elements of the A. C. Schultes of Florida, Inc. Quality Assurance/Quality and Schedule Control Plan include:

## Quality Management and Responsibilities

- Maintain a documented quality system consisting of a quality manual with policies and procedures.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project.
- Systematically maintain quality system documents and records.
- Ensure materials are compliant with approved submittals and the specifications.
- Conduct preparatory meetings involving the Project Manager, Production Manager and Foreman.
- If there are any questions or concerns related to the project specifications or means and methods of construction, notify the proper people to engage in addressing any concerns.
- Maintain a safe work area and method of construction

## Quality Control Personnel

- Appoint a Project Manager and Production Manager to each project, each with well-defined quality responsibilities and the authority to carry them out.
- Foreman shall be on site at all times working to keep quality, efficiency and safety.
- Ensure materials are compliant with approved submittals and the specification.
- Ensure materials received are in good condition and acceptable for installation.
- Monitor work conditions before and during work so that quality results are assured.

## Project Quality Coordination and Communication

- Plan quality communications through meetings, reporting requirements, and points of contact.
- Have a project startup meeting to communicate project goals and expectations.
- Coordinate with onsite staff/manager when work could possibly affect the Owner's facility/operation.

## Site Safety Program

- Attached is a site safety example of what would be written if ACS performed this work



## **Quality Control**

Quality Control shall be maintained by the Project Manager and the Production Manager. They are responsible for implementation of Quality Control and coordination of all project testing, inspections and reporting. Each manager has the authority to intercede directly and stop unsatisfactory work and control further processing, delivery or installation of non-conforming material.

### **Duties:**

1. Preparatory meeting(s) with crew to review the scope of work and job safety
2. Verification of materials as per project plans and specifications
3. Development of means and methods to store and protect materials
4. Maintain documentation of inspection status of materials
5. Maintain documentation for material and administrative approvals
6. Ensure that all materials and construction are in accordance with the requirements for the completeness, accuracy and constructability in accordance with applicable building codes
7. Carry out and participate in progress and QC meetings
8. Maintain documentation of inspection of work executed by subcontractors

### **Phases:**

1. Preparatory meeting(s) with crew are conducted to familiarize the crew with the scope of work, review methods of construction and openly discuss the job to identify any other potential issues we may encounter.
  - a. Review specifications and drawings
  - b. Review approved submittals
  - c. Discuss delivery options and location(s) of deliveries for any material
  - d. Review testing and inspections required by the specifications
  - e. Discuss jobsite safety and any potential hazards
  - f. Review the list of subcontractors and their responsibilities

**2. Site Inspections with crew involved and sometimes taking the lead**

- a. Review work previously completed and any unforeseen circumstances that were encountered**
- b. Review upcoming work and discuss**
- c. Re-examine the work area for safety issues**
- d. Review material at the site and review upcoming deliveries**
- e. Discuss any changes that need to be made regarding safety, workmanship, deliveries, etc.**
- f. Resolve any differences with each other and the customer**

**3. Final inspections and documentation**

- a. Review the work completed and the jobsite**
- b. Identify any workmanship issues or equipment/material problems**
- c. Make sure everything operates as expected per the specifications**
- d. Find out how we can do better for the customer**





## **Section 5: Pricing**

RFP 1629; UTILTY WELL ASSESSMENT PROGRAM  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME:</b> A.C. Schultes of Florida, Inc.			
<b>TASK 1</b>			
INITIAL WELL ASSESSMENT	<b>LUMP SUM:</b>	\$ 8,500.00	
VIDEO LOGGING SERVICES (AS DIRECTED)	<b>LUMP SUM:</b>	\$ 3,000.00	
	<b>SUB-TOTAL</b>	\$ 11,500.00	
<b>TASK 2</b>			
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>	Per Hour Rates	
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	\$150.00	\$175.00	\$200.00
General Foreman	\$145.00	\$160.00	\$175.00
Working Foreman	\$145.00	\$160.00	\$175.00
Electrician	\$155.00	\$175.00	\$190.00
Carpenter	\$100.00	\$110.00	\$125.00
Mechanic	\$150.00	\$165.00	\$190.00
Truck Driver	\$95.00	\$105.00	\$120.00
Equipment Operator	\$150.00	\$175.00	\$200.00
Laborer (Skilled)	\$110.00	\$125.00	\$135.00
Laborer (Unskilled)	\$100.00	\$110.00	\$120.00
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS IF NEEDED)</b>			
Crane operator (30ton and less boom truck)	\$150.00	\$175.00	\$200.00
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>TASK 3</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	\$ 5,000.00	
Emergency Assessment	<b>LUMP SUM:</b>	\$ 2,500.00	
	<b>SUB-TOTAL:</b>	\$ 7,500.00	
Repairs / Time (Rates as above)	<b>TIME:</b>	\$ Cannot be determined	
Repairs / Material (Rates as above)	<b>MATERIAL:</b>	\$ Cannot be determined	
<b>TOTAL SUM (TASK ORDERS #1-#3)</b>	<b>TOTAL SUM:</b>	\$ 19,000.00	

(Task #1 + Task #3)





## **Section 6: Local Preference**

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

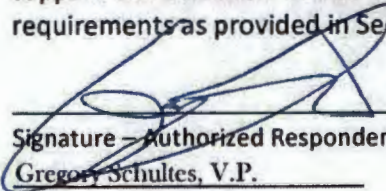
If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

**Proposer must select one of the following, and submit the supporting documentation, as applicable:**

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 \_\_\_\_\_

Proposer does not qualify for Local Preference in accordance with Section 16.3.1 ✓

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

  
\_\_\_\_\_  
Signature - Authorized Respondent Representative

Gregory Schultes, V.P.

Printed Name & Title

12/16/23

Date of Signature





## **Section 7: Administrative Information**

RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "A"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

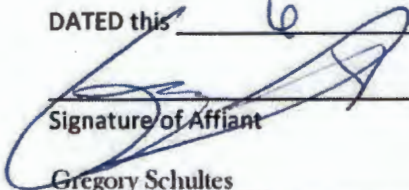
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The Undersigned authority, Gregory Schultes, V.P. ("Affiant"), who being duly sworn, deposes and states that he/she is the (Title) of the Bidder A.C. Schultes of Florida, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for RFP NO 1629; Utility Well Assessment Program, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 6 day of December, 2023.



Signature of Affiant

Gregory Schultes

Printed Name of Affiant

Vice President

Printed Title of Affiant

A.C. Schultes of Florida, Inc.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of December, 2023, by Gregory Schultes, who is personally known to me or has produced \_\_\_\_\_ as identification.

Anna Cominski

Notary Public

My Commission Expires: 4/4/2026



ANNA COMINSKI  
Notary Public  
State of Florida  
Comm# HH248646  
Expires 4/4/2026

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.



RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "B"  
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Gregory Schultes (Affiant) who, being duly sworn, deposes and says he/she is Vice President (Title) of (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for RFP NO: 1629; Utility Well Assessment Program.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

A.C. Schultes of Florida, Inc.  
(Proposer Firm)

By [Signature]  
(Affiant Signature)

Gregory Schultes, Vice President  
(Printed Name & Title)

Date of Signature  
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of December, 2023, by Gregory Schultes Affiant, who is personally known to me or has produced as identification.

Notary Public Anna Cominski

My Commission Expires: 4/4/2026



ANNA COMINSKI  
Notary Public  
State of Florida  
Comm# HH248646  
Expires 4/4/2026

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP NO: 1629; Utility Well Assessment Program**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: A.C. Schultes of Florida, Inc

Authorized Representative(s): 

Signature

Gregory Schultes, V.P.

Print Name/Title

Signature

Print Name/Title



**RFP NO: 1629; Utility Well Assessment Program**

**St. Johns County Board of County Commissioners**

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

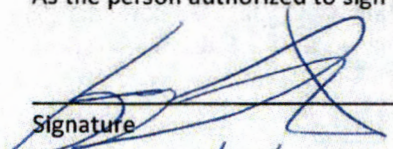
A.C. Schultes of Florida, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

  
12/16/23

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "F"  
CLAIMS, LIENS, LITIGATION HISTORY**

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 project 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 seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes  No  If yes, on separate sheet(s), provide an explanation of those instances.
6. 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, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.
8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes  No  If yes, on separate sheet(s) explain in detail



RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF  
COUNTY OF

I, (Affiant), being duly authorized by and on behalf of (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 10 day of December, 2023.

Signature of Affiant

Gregory Schultes

Printed Name of Affiant

Vice President

Printed Title of Affiant

A.C. Schultes of Florida, Inc.

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10 day of December, 2023 by Affiant, who is personally known to me or has produced as identification.

Anna Cominski

Notary Public

My Commission Expires: 4/4/2026



ANNA COMINSKI  
Notary Public  
State of Florida  
Comm# HH248646  
Expires 4/4/2026

ATTACHMENT "H"

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 29CFR1926.650 (Subpart Pas 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.

A.C. Schultes of Florida, Inc.  
(Proposer Firm)

By   
(Affiant Signature)

Gregory Schultes, Vice President  
(Printed Name & Title)





**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "K"**  
**RELEVANT EXPERIENCE**

Each Proposer must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

The information required shall include: dates of service, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.





**ADDENDUM #1**

November 16, 2023

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No 1629: Utility Well Assessment Program**

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.

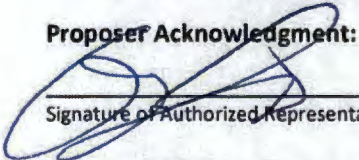
**Questions/Answers:**

The County provides the following answers to the questions submitted below:

1. Please provide a list of wells and their details (diameter, depth of cas that will be associated with this contract.  
**Answer: Refer to Exhibit "A"**
2. Please provide a list of pump details related to each well.  
**Answer: Refer to Exhibit "A"**
3. Please provide the price proposal sheet of the current/previous contract holder.  
**Answer: Refer to the attached example**
4. Please provide an example scope of work that has been completed under the current/previous contract with respect to rehabilitation of a well.  
**Answer: We generally do not provide scopes as the contract is on an as needed basis, normally repairs. Attached is an example of task order issued from the old contract.**
5. Please provide the dollar amount spent during the current/previous contract.  
**Answer: We spend approximately \$250k-\$500k per year on well rehabs.**
6. Does St. Johns have money budgeted for this contract?  
**Answer: Yes, St Johns County has budgeted for the Well Program.**
7. Is there work planned for 2024 & 2025? If so, please provide the anticipated budget for each year.  
**Answer: We allocate approximately \$500k a year for Well Repair and Maintenance under the Utility's Capital Program. There is not specific planned work as these are generally for unknow repairs.**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, DECEMBER 7, 2023 AT 4:00 PM EST.**

**Proposer Acknowledgment:**

  
Signature of Authorized Representative

Gregory Schultes, Vice President  
Printed Name/Title Authorized Representative

A.C. Schultes of Florida, Inc.  
Respondent Company Name

**END OF ADDENDUM NO. 1**

**COVER PAGE**

ST. JOHNS COUNTY PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

**FULL LEGAL NAME OF PROPOSER:** Thompson Well & Pump, Inc.

**MAILING ADDRESS:** PO Box 371, DeLand, FL 32721-0371

---

**POINT OF CONTACT NAME & TITLE:** Jerry E. Thompson, Jr. / President

**POINT OF CONTACT PHONE NUMBER:** Office: (386) 740-0180      Mobile: (386) 804-9426

**CONTACT EMAIL ADDRESS:** thompsonwell@bellsouth.net

**DATE:** December 7, 2023



RFP 1629; UTILTY WELL ASSESSMENT PROGRAM  
 WATER WELL ASSESSMENT & REHABILITATION SERVICES (SJC Utility Dept.)

**PRICE PROPOSAL SHEET**

<b>COMPANY NAME:</b> Thompson Well & Pump, Inc.			
<b>TASK 1</b>			
INITIAL WELL ASSESSMENT	<b>LUMP SUM:</b>	\$ 8,000.00	
VIDEO LOGGING SERVICES (AS DIRECTED)	<b>LUMP SUM:</b>	\$ 5,500.00	
	<b>SUB-TOTAL</b>	\$13,500.00	
<b>TASK 2</b>			
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent	165.00	247.50	330.00
General Foreman	150.00	225.00	300.00
Working Foreman	150.00	225.00	300.00
Electrician	160.00	240.00	320.00
Carpenter	120.00	180.00	240.00
Mechanic	160.00	240.00	320.00
Truck Driver	100.00	150.00	200.00
Equipment Operator	160.00	240.00	320.00
Laborer (Skilled)	120.00	180.00	240.00
Laborer (Unskilled)	100.00	150.00	200.00
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITONAL SHEETS IF NEEDED)</b>			
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>TASK 3</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	<b>LUMP SUM:</b>	\$ 5,500.00	
Emergency Assessment	<b>LUMP SUM:</b>	\$ 10,000.00	
	<b>SUB-TOTAL:</b>	\$ 15,500.00	
Repairs / Time (Rates as above)	<b>TIME:</b>	\$ TBD - Based on Assessment	
Repairs / Material (Rates as above)	<b>MATERIAL:</b>	\$ TBD - Based on Assesment	
<b>TOTAL SUM (TASK ORDERS #1-#3)</b>	<b>TOTAL SUM:</b>	<b>\$ 29,000.00</b>	

a here

Type text here

RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "A"  
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

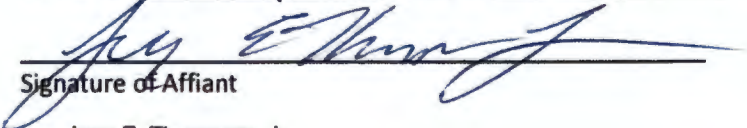
COUNTY OF Volusia

The Undersigned authority, Jerry E. Thompson, Jr. / President ("Affiant"), who being duly sworn, deposes and states that he/she is the (Title) of the Bidder Thompson Well & Pump, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **RFP NO 1629; Utility Well Assessment Program**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 7<sup>th</sup> day of December, 2023.

Signature of Affiant



Jerry E. Thompson, Jr.

Printed Name of Affiant

President

Printed Title of Affiant

Jerry E. Thompson, Jr.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of December, 2023, by Jerry E. Thompson, Jr., who is personally known to me or has produced \_\_\_\_\_ as identification.

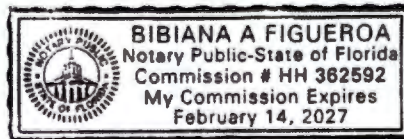
Notary Public

My Commission Expires: 2/14/2027



BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

Type text here





RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "B"  
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Jerry E. Thompson, Jr. (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for **RFP NO: 1629; Utility Well Assessment Program.**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Thompson Well & Pump, Inc.

(Proposer Firm)

By *Jerry E. Thompson, Jr.*  
(Affiant Signature)

Jerry E. Thompson, Jr. / President  
(Printed Name & Title)

Date of Signature December 7, 2023  
STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of December, 2023, by Affiant, who is personally known to me or has produced as identification.

December 7, 2023

Notary Public

*Bibiana Figueroa*

My Commission Expires: 2/14/2027



Type text here

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project (RFP) Number/Description: RFP NO: 1629; Utility Well Assessment Program**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

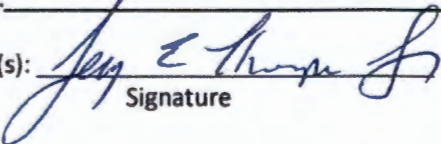
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Thompson Well & Pump, Inc.

Authorized Representative(s):  Jerry E. Thompson, Jr. / President

Signature

Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title



**RFP NO: 1629; Utility Well Assessment Program**

**St. Johns County Board of County Commissioners**

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Thompson Well & Pump, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature

December 7, 2023

Date

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

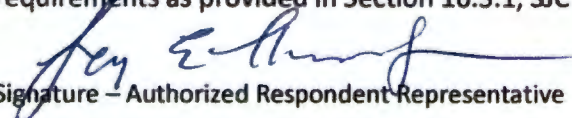
If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

**Proposer must select one of the following, and submit the supporting documentation, as applicable:**

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 \_\_\_\_\_

Proposer does not qualify for Local Preference in accordance with Section 16.3.1  \_\_\_\_\_

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

  
Signature – Authorized Respondent Representative

Jerry E. Thompson, Jr. / President

Printed Name & Title

December 7, 2023

Date of Signature



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "F"  
CLAIMS, LIENS, LITIGATION HISTORY**

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 project 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 seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes \_\_\_\_\_ No  If yes, on separate sheet(s), provide an explanation of those instances.
6. 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, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state. NONE
8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes \_\_\_\_\_ No  If yes, on separate sheet(s) explain in detail

RFP NO: 1629; Utility Well Assessment Program

ATTACHMENT "G"  
E-VERIFY AFFIDAVIT

STATE OF  
COUNTY OF

I, (Affiant), being duly authorized by and on behalf of (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 7<sup>th</sup> day of December, 2023.

Jerry E. Thompson, Jr.  
Signature of Affiant

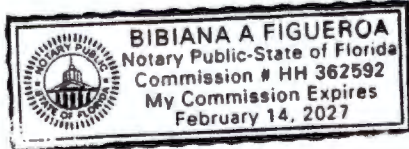
Jerry E. Thompson, Jr.  
Printed Name of Affiant

President  
Printed Title of Affiant

Thompson Well & Pump, Inc.  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of December, 2023, by Affiant, who is personally known to me or has produced as identification.

Bibiana Figueroa  
Notary Public  
My Commission Expires: 2/14/2027





ATTACHMENT "H"

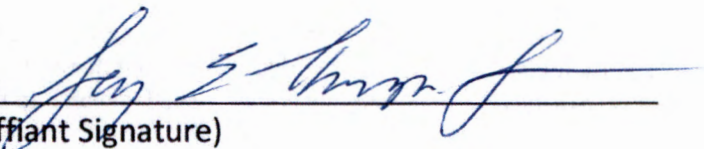
CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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 29CFR1926.650 (Subpart Pas 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.

Thompson Well & Pump, Inc.

\_\_\_\_\_  
(Proposer Firm)

By

  
\_\_\_\_\_  
(Affiant Signature)

Jerry E. Thompson, Jr. / President

\_\_\_\_\_  
(Printed Name & Title)







**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "K"**  
**RELEVANT EXPERIENCE**

Each Proposer must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

The information required shall include: dates of service, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.



**RFP NO: 1629; Utility Well Assessment Program**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated , 20\_\_.

For  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body



## ADDENDUM #1

November 16, 2023

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No 1629: Utility Well Assessment Program**

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.

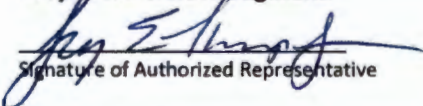
### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Please provide a list of wells and their details (diameter, depth of cas that will be associated with this contract.  
**Answer: Refer to Exhibit "A"**
2. Please provide a list of pump details related to each well.  
**Answer: Refer to Exhibit "A"**
3. Please provide the price proposal sheet of the current/previous contract holder.  
**Answer: Refer to the attached example**
4. Please provide an example scope of work that has been completed under the current/previous contract with respect to rehabilitation of a well.  
**Answer: We generally do not provide scopes as the contract is on an as needed basis, normally repairs. Attached is an example of task order issued from the old contract.**
5. Please provide the dollar amount spent during the current/previous contract.  
**Answer: We spend approximately \$250k-\$500k per year on well rehabs.**
6. Does St. Johns have money budgeted for this contract?  
**Answer: Yes, St Johns County has budgeted for the Well Program.**
7. Is there work planned for 2024 & 2025? If so, please provide the anticipated budget for each year.  
**Answer: We allocate approximately \$500k a year for Well Repair and Maintenance under the Utility's Capital Program. There is not specific planned work as these are generally for unknow repairs.**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, DECEMBER 7, 2023 AT 4:00 PM EST.**

### **Proposer Acknowledgment:**

  
Signature of Authorized Representative

**Jerry E. Thompson, Jr. / President**  
Printed Name/Title Authorized Representative

**Thompson Well & Pump, Inc.**  
Respondent Company Name

**END OF ADDENDUM NO. 1**





THOMWEL-01

MJONES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2023

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 have ADDITIONAL INSURED provisions or 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 <b>Corkhill Insurance Agency, LLC</b> 20 S. Bumby Ave Orlando, FL 32803	CONTACT NAME: <b>Michele Jones</b>
	PHONE (A/C, No, Ext): <b>(407) 898-8891</b> FAX (A/C, No): <b>(407) 898-8813</b>
	E-MAIL ADDRESS: <b>michele@corkhillinsurance.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Southern Owners Ins Company</b> NAIC # <b>10190</b>
	INSURER B: <b>Auto-Owners Insurance Company</b> <b>18988</b>
	INSURER C: <b>Technology Insurance Company</b> <b>42376</b>
	INSURER D: <b>Certain Underwriters at Lloyds</b> <b>32727</b>
	INSURER E: <b>Westchester Surplus Lines Ins</b> <b>21121</b>
	INSURER F:

INSURED  
**Thompson Well & Pump, Inc.**  
PO Box 371  
Deland, FL 32721

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		72597063	1/23/2023	1/23/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/PROP AGG \$ <b>2,000,000</b> <b>Rented Equip.</b> \$ <b>156,240</b>
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		4265561500	1/23/2023	1/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			4265561502	1/23/2023	1/23/2024	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4188848	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	Errors and Omissions			ANE4712752-23	1/27/2023	1/27/2024	Occurrence <b>1,000,000</b>
E	Pollution Liability			G27153549011	8/5/2023	8/5/2024	Pollution Liab <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured when required by written contract.

### CERTIFICATE HOLDER

### 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.

St. Johns County, a political subdivision of the State of Florida Attn: Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084

AUTHORIZED REPRESENTATIVE

*Scott Corkhill*

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P99000076300

Entity Name: THOMPSON WELL & PUMP, INC.

**Current Principal Place of Business:**

219 S. SPRING GARDEN AVENUE  
DELAND, FL 32720

**Current Mailing Address:**

PO BOX 371  
DELAND, FL 32721

FEI Number: 59-3611448

Certificate of Status Desired: Yes

**Name and Address of Current Registered Agent:**

THOMPSON, JERRY JR  
1076 REYNOLDS RD.  
DELEON SPRINGS, FL 32130 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title P  
Name THOMPSON, JERRY EJR.  
Address 1076 REYNOLDS RD.  
City-State-Zip: DELEON SPRINGS FL 32130

Title VP  
Name THOMPSON, SARAH B  
Address 1076 REYNOLD RD.  
City-State-Zip: DELEON SPRINGS FL 32130

Title SEC  
Name THOMPSON, SARAH B  
Address 1076 REYNOLDS ROAD  
City-State-Zip: DELEON SPRINGS FL 32130

Title TREA  
Name THOMPSON, SARAH B  
Address 1076 REYNOLDS RD.  
City-State-Zip: DELEON SPRINGS FL 32130

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JERRY E THOMPSON, JR.

PRESIDENT

01/23/2023

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date





**STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE**

Issued to

**Jerry Thompson Jr**

By

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

License: **7157**

Expires: **July 31, 2025**

*Wesley A. Curtis*

**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**

Issued By The

**ST. JOHNS RIVER**

**Water Management District**

This 7TH Day Of

**JUNE, 1994 A.D.**

*Henry O...*

2023 / 2024

## Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:  
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 200204100002 Expires: September 30, 2024  
Business Location: 219 SPRING GARDEN AVE  
Business Name: THOMPSON WELL & PUMP, INC  
Owner Name: JERRY THOMPSON  
Mailing Address: PO BOX 371  
DELAND, FL 32721

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Well Drilling Contractor	7157	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 Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE  
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**



PowerSafe™



Jerry Thompson

PowerSafe ID#  
1312836

[powersafetraining.org](http://powersafetraining.org)



**CTI** Laboratories  
Certified Welding Laboratories

7252 Narcoossee Rd.  
Orlando, Florida 32822  
(407) 304-7744  
Fax: (407) 304-7751

**WELDER INFORMATION CARD**

Company: Jerry Thompson Well & Pump, Inc.  
Welder: Jerry Thompson ID #: N/A  
Procedure #: SMAW-001 Rev.#: 0 Process: SMAW  
Position (s) Tested: 2G (Horizontal) Code: AWS D1.1  
Thickness Tested: .237" Diameter Tested: 4"  
Groove Weld: X Fillet Weld:      Backing: None  
Material: Alum;      Carbon; X Stainless;      Other;       
Date of Test: 7/17/03 Qualification By: Procedure







Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180  
Fax: (386) 740-1753  
Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Winter Park from 2012-2018

**Owner's Representative:** Gary Heller, Division Chief WW & WWT  
City of Winter Park / Public Works Department  
401 Park Avenue South, Winter Park, FL 32789

**Main Phone #:** (407) 599-3538

**Email:** [gheller@cityofwinterpark.org](mailto:gheller@cityofwinterpark.org)

Date	Job Name	Work Performed
8/30/2012	Well Pump # 14 – 3400 Aloma Avenue Pull 12" Vertical Line Shaft Pump for Inspection and Repairs	Mobilization / Demobilization, setup equipment, setup 18T Crane, pull pump, perform inspection and report findings. Make repairs to replace work pump parts, straighten Shafts, replace (11) 12'x1.69" Spider Bearing Inserts, and (11) 1 1/2" x 1 11/16x7" Shaft Sleeves. Reinstall Pump and complete startup of new pump.
1/15/2018	Well Pump # 5 – 926 Wymore Road Pull LS Vertical Turbine, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull Vertical Turbine pump and lay down at site. Inspect and complete estimate for repairs. Clean all Shafts, Bolts, and Parts, Burn Spiders and reinstall pump equipment.
4/2/2018	Island Lakes Park 4" Sub. Pump Pull Pump, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull 4" sub. Pump, inspect and provide estimate for repairs.
6/18/2018	Island Lakes Park 30HP Irrigation Well Pump Replace 30HP Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new 7CLC 3STG, Bowl Assembly, 6" Motor and 4" Discharge, 400GPM, TDH 274' Impeller 5/25" Full. Rebuild steel Discharge piping from front side of sleeve w/sleeve flange. Fabricates 8" Coupling to bottom of sleeve. F&I 8" 316SS Cone Strainer on bottom of sleeve, Sandblast and coat sleeve parts, and Bowl Assembly w/ POTA-POX Plus TNEMEC White.



Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

---

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for Connect Consulting (CCI) from 2016

**Owner's Representative:** Dave Robertson,  
Connect Consulting (CCI) for Seminole County  
261 N. Lakeview Drive, Lake Helen, FL 32744

**Main Phone #:** (386) 473-7766

**Email:** [drobertson@cciwater.com](mailto:d Robertson@cciwater.com)

Date	Job Name	Work Performed
4/26/2016	SER – Well # 3 / Acidization and Re- development of Well 3	Mobilization / Demobilization, setup equipment, Weld Header on top of Well w/2" Acid Feed Line, w/ pressure gauge and bleed off valve. Furnish 1000 gallon Acid Relief Tank, place 1,000 gallons 3 separate times over a 3 week period. Monitor pressure buildup and maintain pressure, bleed off excess pressure to the Acid Relief Tank. Air surge well after water/fluids are neutralized to remove the Acid Feed Line and Header. Install Test Pump equipment, perform Well Development. Conduct three (3) Step –Drawdown pumping test. Reinstall permanent pump, including adding (2) additional 10' sections of column piping, shafting and spiders. Flow Test and adjust the pump, Disinfect the well and pump.





Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
 P. O. Box 371 DeLand, FL 32721-0371  
 Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Longwood from 2013-2018

**Owner's Representative:** Richard Kornbluh, Utilities Manager  
 City of Longwood / Public Works Department  
 907 E. SR 434, Longwood, FL 32750

**Main Phone #:** (407) 263-2388

**Email:** [rkornbluh@longwoodfl.org](mailto:rkornbluh@longwoodfl.org)

Date	Job Name	Work Performed
9/23/2013	WTP 2 – Well # 3 Pull & Replace 60HP Vertical HS Motor, Pump Equipment	Mobilization / Demobilization, setup equipment, pull and inspect pumping equipment. F&I new Goulds 12FDLC 3STG W/L Bowl Assembly, cast Iron/Bronze fitted, Impeller Trim: 7.0625", 8"x12" Type A Discharge Head w/8" flange, 10" Male Cone Strainer, Galv. Steel, 8"x1.19" Column & 416SS Shaft, 5' Top & Bottom section. F&I 60HP US 3P60 Hz / 23-460V 1800RPM Vertical Hollow Shaft Motor. Frame/DB: 364TPA/12" Base
7/3/2018	West Bay Ave. Well # 1 F&I new Vertical Turbine Pump	Mobilization / Demobilization, setup equipment, pull pump equipment, F&I new 8FDHC Vertical Turbine Pump, 8STG W/L Bowl Assembly, Suction bowl & 6" Discharge 500GPM, TDH 185', Impeller 5.00", 6'x10' Suction Pipe, 6" SS Cone Strainer, (6) 6'x10' Column Pipe, 1" Shaft, Spider Bearings and Inserts, (2) 6"x5' Column Pipe, 1" Head Shaft w/couplings, Key and Nut, and Stuffing Box Repair.
1/19/2018	West Bay Ave. Well #3 Perform Downhole Well Video, Report Findings	Mobilization / Demobilization, setup equipment, perform Downhole Well Video to inspect the conditions and equipment, report findings and provide DVD Well Video copy.
8/30/2018	Well # 2 Pull and replace 30HP VHS Motor	Mobilization / Demobilization, setup equipment, pull motor w/ 18T Crane, F&I new 30HP Vertical Hollow Shaft US Motor, Model FB99, 1800RPM, 286 TPA.



Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
 P. O. Box 371 DeLand, FL 32721-0371  
 Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Maitland from 2014 - 2020

**Owner's Representative:** David M. Gonzalez, CPM Utilities Superintendent  
 City of Maitland / Public Works Department  
 1827 Fennell Street, Maitland, FL 32751

**Main Phone #:** (407) 875-1143

**Email:** [dgonzalez@itsmymaitland.com](mailto:dgonzalez@itsmymaitland.com)

Date	Job Name	Work Performed
5/2/2014	<b>WTP 5 – Well 5-A</b> Specific Capacity Test	Install Water Level Indicator and Meter, pumped well until stabilized to determine its Specific Capacity. Provide Well Assessment Report to Thomas Thorne.
4/24/2015	<b>WTP 4 - Well 4A</b> Downhole Video Inspection	Install R-Cam 1000 Downhole Video Camera, perform downhole video to record and inspect the well casing, provided comments and recommendations on the existing conditions of the well.
4/27/2015	<b>WTP 4 - Well 4A</b> Pull Vertical Turbine Pump for inspection / repairs	Part A - Pull Well Pump, transport to shop for an assessment/inspection of the pump's components. Provide Well Assessment Report on findings. Provide cost estimate for repairs.
4/28/2015	<b>WTP 4 – Well 4A</b> Repair, furnish and install Replacement Parts for Vertical Turbine Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8" Column Pipe w/coupling, epoxy coating, (2) cleanup and straighten shafts, remove and replace bearing sleeve, (3) furnish new coupling line, (4) cleanup Retainer Assembly, replace inserts, sandblast Tail Piece w/22 strainer, prime and epoxy coating (5) cleanup rebuild – replace parts for 1" Worthington Bowl Assembly, sandblast, epoxy coating discharge head, rebuild w/bushing/packing, misc. parts (6) furnish Head shaft Assembly.
6/11/2015	<b>WTP 4 – Well 4A</b> Reinstall repaired VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. After Bacteriological sampling, reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
3/7/2016	<b>WTP 4 – Well 4</b> Pull Well 4 Vertical Turbine Pump for Inspection / Repairs	Part A - Pull well pump, transport to shop, install blind flanges on discharge piping and secure. Inspect pump, provide diagnostic report and cost estimate for repairs.





Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
 P. O. Box 371 DeLand, FL 32721-0371  
 Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

Date	Job Name	Work Performed
7/1/2016	<b>WTP 4 – Well 4</b> Repair, Furnish new Replacement Parts for Well Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8" x 1" Inner Column Pipe Assembly, (2) Furnish 80' of 8" Column Pipe, 5' Top & Bottom, (3) Furnish new Packing Container, (4) Furnish Discharge Head Column Flange Ring, (5) Sandblast, paint Discharge Head, epoxy coating, (6) Furnish Goulds 12RJMO 2 Stage, W/L Bowl Assembly, 8" Discharge, GPM 1000 TDH 101' Impeller 7.625" SS 1" – 12 TPI Shaft / No. 393094
7/1/2016	<b>WTP 4 – Well 4</b> Reinstall new VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Part B - Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. Reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
9/29/2016	<b>WTP 4 – Well 4</b> Super Chlorinate Well	Chlorinate well w/ 150 gallons of 12% chlorine.
10/2/2018	<b>WTP 4 – Well 4</b> Pull existing Motor and Install Spare Motor	Pull existing motor and replace with Owner's Spare Motor
8/27/2018	<b>WTP 6 - Well 6</b> Pull Vertical Turbine Pump Equipment	Pulled Vertical Turbine Pump Equipment for inspection. F&I install covers to protect well and discharge piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
1/3/2019	<b>WTP 6 - Well 6</b> Repair, Vertical Turbine Pump Assembly. Furnish and install replacement parts for VT Well Pump, and Well Chlorination	Repairs, replacement parts, and labor: (1) Furnish new SS Line Shaft, couplings, (2) furnish new bearing inserts, (3) F&I (2) additional feet of 16" flanged Column Piping, shafting, couplings, bearings, (4) F&I new 4500 GPM flanged Bowl Assembly, (5) Sandblast column piping, w/ epoxy coating, (7) F&I new bearing in stuffing box, (8) Disinfect pumping equipment, (8) Test new pumping equipment by pumping, (9) Chlorinate well for Bacteriological Testing, (10) Install pumping equipment and connect to Owner's motor.
2/22/2019	<b>WTP 4 – Well 4 &amp; 4A</b> Remove, Furnish & Install new Water Meters w/ Meter Vaults	Setup, crew, equipment, cutout and remove old meter vaults, prepare site. F&I new 60x84x18 OUC Tops, new Hatches UHD 42x60 Aluminum/Steel w/ recessed Padlocks, Conseal Sealant, F&I new McCrometer MPO312 12" Meters, and McCrometer E7000-000 Mechanical Transmitters 4-20mA. Re-sod around sites.



Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180  
Fax: (386) 740-1753  
Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

Date	Job Name	Work Performed
4/15/2019	<b>WTP 6 – Well 6</b> Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-16 Meter and new McCrometer Transmitter TR16-420mA w/Motor
5/15/2019	<b>WTP 6 – Well 6A</b> Pull Well 6A Vertical Pump for Inspection and Repairs	Setup, crew, equipment. Pull Vertical Turbine Pumping equipment. F&I covers to protect well and discharging piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
6/6/2019	<b>WTP 6 – Well 6A</b> Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-18 Meter.
11/20/2019	<b>WTP 6 – Well 6A</b> Evaluation, Repairs and Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly	Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly included 120' of 16" x 1-11/16"-10 Flanged Column Assembly, new Bearing Inserts, Cleaned and Straighten 1-11/16 SS Line Shaft, Install new Shaft Sleeves and Shaft Couplings, new 2-11/16" SS Bowl Shaft, new 18DCM Impeller, new SS Top Shaft, new Head Shaft Assembly, Rehab Packing Box and Discharge Head, Sandblast and Coat Discharge Head and 120' of 16" Column w/White Potable Epoxy Coating, and all new SS Fasteners. Reinstall Vertical Turbine Equipment and Reconnect Owner's Motor, Pump Well Clear, and Chlorinate Well.



219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)



Thompson Well & Pump, Inc.

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Tavares from 2016-2019

**Owner's Representative:** Chris Abbott, Water Department Supervisor  
City of Tavares  
PO Box 1068, Tavares, FL 32778-1068

**Main Phone #:** (352) 742-6368

**Email:** [cabbott@tavares.org](mailto:cabbott@tavares.org)

Date	Job Name	Work Performed
7/7/2016	Well # 4 Remove 40HP Motor and pull up top column of Pump	Mobilization / Demobilization, setup equipment, remove 40HP Motor and pull up top column of pump, remove shaft, stuffing box a top spider bearing. Re-work Stuffing Box w/ new Sleeve, install 416 SS Inner Shaft, Spider Bearing and new Packing.
2/8/2017	Well # 4 Pull 40HP VT Pump / Motor	Mobilization / Demobilization, setup equipment, pull pumping equipment, Vertical Hollow Shaft 40HP Motor for repairs. Dismantle, clean and inspect all parts, and electrically test windings. Sandblast, and epoxy coat, rewind stator, varnish dip and bake windings, dynamically balance motor. 40HP Vertical HS US Motor / Frame 324TP / Model # CAT#H40V2BLF-C 230/460 Volt
8/12/2019	Well # 7 Pull 100HP VT, Perform Downhole Well Video	Mobilization / Demobilization, setup equipment, pull 100 Vertical Turbine, setup perform Downhole Video to inspect well casing, seat and borehole, provide report on findings.
10/25/2019	Well # 7 REHAB 100HP Vertical HS US Motor, & new Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new Well Pump equipment, (11) 10"x10' Wall Column Piping, (2) 10"x5' Wall Column Piping, (12) bearing insets, (11) 1.25"x10' 316Ss Lineshaft w/ couplings, (2) 1/25"x5' 316Ss Lineshaft w/ couplings. F&I new Bowl Assembly 14RHMC, 2STG w/Strainer, remove stuffing box and replace bushings. Dismantle & clean parts, 100HP Vertical HS US Motor, 405TP, 460V, sandblast, and paint parts, perform mechanical inspections, record findings, electrical test, dynamically balance Rotor, new thrust bearing, ball bearing, Assemble unit, reinstall equipment.



Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180

Fax: (386) 740-1753

Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Ormond Beach from 2021 - 2023

**Owner's Representative:** Ron Burk, Equipment Maintenance Supervisor  
City of Ormond Beach  
22 S. Beach Street, Ormond Beach, FL 32174-6386

**Main Phone #:** (386) 676-3368 **Cell:** (386) 527-4088 **Email:** [Ron.Burk@ormondbeach.org](mailto:Ron.Burk@ormondbeach.org)

Date	Job Name	Work Performed
6/04/2021	Well 21SR - Repairs to Replace 15HP Pumping Equipment	Initial Assessment, preform diagnostic evaluation, replaced 15HP motor & liquid end, w/Certa-Lok PVC piping, complete w/ all related appurtenances.
9/04/2021	Well 39R - Repairs to Replace 60HP Pumping Equipment	Initial Assessment, preform diagnostic evaluation, replaced 60HP motor & liquid end, complete w/ all related appurtenances.
1/03/2023	Well 31H – Rehab – Repairs to Replace 7.5HP Pumping Equipment, Downhole Video, Fish-out existing pumping equipment	Performed downhole video. Fished out dropped pumping equipment from well. Replaced 7.5HP motor & liquid end, complete w/ all related appurtenances.
6/29/2023	Well 41R – Rima Ridge – Repairs to replace 60HP Pumping Equipment.	Initial Assessment, preform diagnostic evaluation, replaced 60HP motor & liquid end, w/Certa-Lok PVC piping, complete w/ all related appurtenances.
7/13/2023	Well 10D Repairs to replace 20HP Pumping Equipment.	Replaced 20HP motor & liquid end, w/Certa-Lok PVC piping, complete w/ all related appurtenances.





Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720  
P. O. Box 371 DeLand, FL 32721-0371  
Website: [ThompsonWell.com](http://ThompsonWell.com)

Tel. (386) 740-0180  
Fax: (386) 740-1753  
Email: [thompsonwell@bellsouth.net](mailto:thompsonwell@bellsouth.net)

## PROFESSIONAL REFERENCES – WELL SERVICES

### Service Work Completed for City of Daytona Beach from 2022 - 2023

**Owner's Representative:** Bill Green, Superintendent  
Water Utilities Department – Field Operations  
Daytona Beach, FL 32114

**Main Phone #:** (386) 671-8832

**Email:** [greenbill@codb.us](mailto:greenbill@codb.us)

Date	Job Name	Work Performed
9/22/2022	Well 12 – Repairs to replace 40HP Pumping Equipment	Initial Assessment, perform diagnostic evaluation, replaced 40HP motor & liquid end, w/Certa-Lok PVC piping, complete w/ all related appurtenances. Fabricated well head sole plate w/inspection port, w6" discharge, re-worked electrical at well head w/junction box.
3/07/2023	Well 49 - Repairs to replace 40HP Pumping Equipment	Initial Assessment, perform diagnostic evaluation, replaced 40HP motor & liquid end, w/Certa-Lok PVC piping, complete w/ all related appurtenances.



## ADDENDUM #1

November 16, 2023

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No 1629: Utility Well Assessment Program**

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.

### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Please provide a list of wells and their details (diameter, depth of cas that will be associated with this contract.  
**Answer: Refer to Exhibit "A"**
2. Please provide a list of pump details related to each well.  
**Answer: Refer to Exhibit "A"**
3. Please provide the price proposal sheet of the current/previous contract holder.  
**Answer: Refer to the attached example**
4. Please provide an example scope of work that has been completed under the current/previous contract with respect to rehabilitation of a well.  
**Answer: We generally do not provide scopes as the contract is on an as needed basis, normally repairs. Attached is an example of task order issued from the old contract.**
5. Please provide the dollar amount spent during the current/previous contract.  
**Answer: We spend approximately \$250k-\$500k per year on well rehabs.**
6. Does St. Johns have money budgeted for this contract?  
**Answer: Yes, St Johns County has budgeted for the Well Program.**
7. Is there work planned for 2024 & 2025? If so, please provide the anticipated budget for each year.  
**Answer: We allocate approximately \$500k a year for Well Repair and Maintenance under the Utility's Capital Program. There is not specific planned work as these are generally for unknow repairs.**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, DECEMBER 7, 2023 AT 4:00 PM EST.**

### Proposer Acknowledgment:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name/Title Authorized Representative

\_\_\_\_\_  
Respondent Company Name

**END OF ADDENDUM NO. 1**





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

**REQUEST FOR PROPOSALS**

**RFP NO: 1629**

**UTILITY WELL ASSESSMENT PROGRAM**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150 – Main  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**RFP NO: 1629; Utility Well Assessment Program**

**TABLE OF CONTENTS**

<b>PART I:</b>	<b>GENERAL SOLICITATION REQUIREMENTS</b>	<b>3</b>
<b>PART II:</b>	<b>SCOPE OF SERVICES</b>	<b>7</b>
<b>PART III:</b>	<b>PROPOSAL SUBMITTAL REQUIREMENTS &amp; EVALUATION</b>	<b>12</b>
<b>PART IV:</b>	<b>CONTRACT REQUIREMENTS</b>	<b>16</b>
<b>PART V:</b>	<b>ATTACHMENTS/FORMS</b>	<b>19</b>

**EXHIBITS – SEPARATE ATTACHMENTS**

**EXHIBIT “A” – Locations and Well Type of SJC Wells**

**EXHIBIT “B” – Water Well Assessment Report**



## RFP NO: 1629; Utility Well Assessment Program

### PART I: GENERAL SOLICITATION REQUIREMENTS

#### A. DEFINITIONS

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as provided herein.

#### B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Respondents, for consideration in performing the specified Services. The intent of the County is to select the most qualified Contractors based upon the evaluation of the submitted Proposals in accordance with the Evaluation Criteria provided herein, and to negotiate and enter into a Contract, with one (1) or more Contractors, at the discretion of the County, for the performance of the specified Services, upon successful negotiations.

#### C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Division by or before **four o’clock (4:00PM EST) on Thursday, December 7, 2023**. Any proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

Additionally, the County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Respondent, unopened.

#### D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

**Designated Point of Contact:** Jennifer McDaniel, Procurement Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [jmcdaniel@sjcfl.us](mailto:jmcdaniel@sjcfl.us)

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Mark Rinberger, Procurement Coordinator at [mrinberger@sjcfl.us](mailto:mrinberger@sjcfl.us).

#### E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

**F. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Monday, November 27, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

**G. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events below. The dates provided may change at the sole discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposals, the County will issue an Addendum to this RFP.

- Broadcast of RFP November 9, 2023
- Deadline for Questions November 27, 2023
- Proposal Submittal Deadline December 7, 2023
- Evaluation Meeting (Tentative) December 14, 2023
- Begin Negotiations (Tentative) December 18, 2023
- Issue Final Contract (Tentative) December 31, 2023

**H. ADDENDA**

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum, and posted to Demandstar ([www.demandstar.com](http://www.demandstar.com)) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer's responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer's failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Proposers are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum, by signing and including each Addendum in the submitted Proposal. Failure by the Proposer to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be deemed non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing & Contracts Director, or designee, to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

**I. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**J. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondents social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body shall not give preference to a Respondent based on the Respondents social, political, or ideological interests.



**K. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**L. RIGHT TO REJECT/ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**M. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

The St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with all applicable provisions of the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

**N. LOCAL PREFERENCE**

Per Section 16.3.1 of the Policy, the County shall review all submitted Qualifications to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Qualifications, in accordance with the Policy.

**O. SUB-CONTRACTOR**

If a Proposer elects to sub-contract with any firm(s) or individual(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, in its sole discretion, require Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform Services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Proposer then may, at their option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Contractor, Consultant, Supplier, or individual due to previously documented issues with performance, quality or compliance, within the County or under other public awards.

Any firm(s) or individual(s) subcontracted by the awarded Contractor to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Contractor of any of the obligations and responsibilities stated in the awarded Contract.

**P. E-VERIFY**

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Contractor and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Contractor shall require each of its subcontracted firm(s) or individual(s) to provide Contractor with an affidavit stating that the subcontracted firm or individual does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any subcontracted firm or individual who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-Contractor or sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontracted firm or individual.
4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

**Q. FORCE MAJEURE**

If awarded a Contract on the basis of the submitted Proposal, the Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

**PART II: SCOPE OF SERVICES**

**A. SCOPE OF SERVICES**

Detailed Scope of Services will be developed for each task order on an as needed basis with the successful proposer. Generalized scope includes but is not necessarily 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 Department personnel.

**1. 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 "B" - 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 i.e. 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 Contract 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.

## **2. 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.

## **3. 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 necessarily 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.

#### 4. 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 re-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. **This includes removal of replaced equipment/materials.** 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 “H” 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

**Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:**

- All labor, materials and equipment.
- Tools, construction equipment and machinery.
- Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
- All legally required sales, consumer and use taxes.
- All applicable permits, government fees and licenses.

- Contractor shall be responsible for calling in his own locates and if any damage occurs to other utilities they will be repaired at Contractor's expense.
- Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
- All required density, locate wire and pressure testing prior to placing in service.
- Contractor will need to get a hydrant meter for every project prior to using any water and must be returned at the end of the project (Contractor not responsible for usage on SJCUD projects).
- Restoration including but not limited to damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage. The Contractor will be required to restore the area to its pre-existing condition upon completion. All restoration shall meet St Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.
- All installations shall be conducted in compliance with materials manufacturer's requirements.
- Survey services for construction layout and record drawings.
- Preparation of record drawings compliant with SJCUD As-Built Standards.

**Contractor shall also be required to perform the following:**

- Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all safety rules, regulations, and laws.
- Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.
- Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD property/easements and/or properly permitted public right-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by Owner.

**Work Sequence:**

- Coordinate with Owner.
- Contractor's construction schedule will be subject to approval by the Engineer and be updated on a monthly basis.
- Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by Owner.

**Contractor use of Premises:**

- Do not unreasonably encumber sites with materials or equipment.
- Assume full responsibility for protection and safekeeping of products stored on premises.
- Move any stored products interfering with operation of Owner.

**Standards and Specifications:**

- All work performed shall meet or exceed SJCUD's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition, unless stated otherwise.
- Other Standards and Specifications that may apply are as follows:
  - American Society of Testing & Materials (ASTM) International Standards, Latest Edition
  - American Society of Mechanical Engineers (ASME) Codes & Standards, Latest Edition
  - American Water Works Association (AWWA) Standards, Latest Edition
  - American National Standards Institute (ANSI) Standards, Latest Edition



Florida Department of Transportation (FDOT) Design Standards, Latest Edition FDOT Standard Specifications for Road & Bridge Construction, Latest Edition FDOT Utility Accommodation Manual (UAM), Latest Edition

- National Electrical Code (NEC) NFPA 70
- National Electrical Manufacturers Association (NEMA)
- NSF International

•St. Johns County Public Works Standards & Details Manual

## **B. TASK ORDERS**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Contractor and St. Johns County Purchasing Department. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or authorized designee. The Task Order shall not be considered effective until executed by the authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for over \$500,000.00 unless approved the Board of County Commissioners.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Contractor Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices (see above)
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

## **C. MAXIMUM PROJECT COSTS**

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$500,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$500,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order

## **D. CHANGE ORDERS**

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Contractor shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Contractor. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order.

## **E. PUBLIC CONSTRUCTION BONDS**

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued greater than one hundred thousand dollars (\$100,000.00) in value per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded **after** the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to 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 shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Division representative. No work shall commence until the required bond has been delivered to the SJC Purchasing Division.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein.

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.

**F. SURETY REQUIREMENTS**

Any Surety issuing a Bond to the County, must meet the following requirements:

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) 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 County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

**G. LOCATIONS**

The locations where Services shall be performed are provided herein on Exhibit "A". This list is subject to change, at the sole discretion of the County. Any such changes shall be made via Contract Amendment.

**PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT**

**A. PROPOSER RESPONSIBILITIES**

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer may seek or claim any award and/or re-imbusement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Proposer certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Proposers are responsible for complying with all applicable provisions of the Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

**B. MINIMUM QUALIFICATIONS**

The following are minimum qualification requirements that Proposers and All Sub- Contractors must meet in order to be considered responsive to this RFP. Proposals must clearly demonstrate that the Proposer meets or exceeds these minimum qualification requirements:

- a) Must have a current and active registration with the State of Florida, Department of State, Division of Corporations; and

- b) Must have a current and active License as Water Well Contractor in the State of Florida.
- c) Must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

Failure by any Proposer to demonstrate meeting the above minimum qualification requirements in the submitted Proposal shall result in Proposer being deemed non-responsive and removed from further consideration. Minimum qualification requirements must also be maintained throughout the duration of an awarded Contract.

**C. TRADE SECRETS**

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**D. PUBLIC RECORDS**

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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.
2. In accordance with Florida law, to the extent that Contractor's performance 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 the awarded Agreement, Contractor shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (b) 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;
  - (c) Ensure that public records related to the awarded 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 the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
  - (d) Upon completion of the awarded 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.

If the Contractor transfers all public records to the County upon completion of the awarded 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 the awarded 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.



Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded 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 THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

**E. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents 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.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

**F. CONFLICT OF INTEREST**

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required Services as provided herein. Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Proposer's Firm held by a County employee or officer.

No Proposer or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

The awarded Contractor must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the work that the Contractor 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.

**G. PROPOSAL SUBMITAL INSTRUCTIONS**

Proposers must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard copy of the Proposal and the USB Drive must be placed in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein for this purpose. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections in the Proposal must be clearly identified. It is highly recommended that Proposers follow the prescribed organization of the Proposal, in order to facilitate evaluation.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

### **Section 1: Proposal Cover Page (Complete and Submit) And Cover Letter**

Proposers shall complete and submit the Proposal Cover Page provided herein:

- Full legal company name, including any applicable fictitious name(s) and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, title, phone, and email), and any secondary or supplemental point(s) of contact information;
- Pricing Proposal Sheet

### **Delegation of Authority**

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Proposer firm.

### **Section 2: Staff Qualifications and Professional Team**

Proposer must provide documentation to fully demonstrate the qualifications and capabilities of the Proposer firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

**Licenses/Certifications** – The proposer shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County or the Contractor for any lapse in require licenses, permits, or certifications required for any portion of the work.

**Certificates of Insurance** – Proposers shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Proposer's ability to obtain the required insurance coverages upon award.

**Claims, Liens, Litigation History** – Proposers shall provide a list of all claims, liens and/or litigation history for the past five (5) years by completing and submitting **Attachment "F"**.

**Proposed Sub-Contractors** – Proposers shall submit any and all proposed sub-contractors intended to perform any of the Services specified herein. Proposers must submit sufficient documentation to demonstrate the qualifications and capabilities of the proposed sub-Contractors to perform the services for which they are proposed. All proposed Sub-Contractors are subject to approval by the County. If Respondent does not intend to utilize any sub-contractors, Respondent must state that in the submitted Proposal.

### **Section 3: Related Experience**

Proposers must provide documentation to demonstrate all weed and pest control experience similar in size and scope as those specified herein, within the last five (5) calendar years. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of

contact with agency with contact information.

#### **Section 4: Quality & Schedule Control**

Proposers must provide a written narrative of the firm's project management methods to establish, monitor and track quality control methods including coordination of sub-contractor, project managers, and contractors performing related work, and Proposers ability to meet schedules in a timely manner.

#### **Section 5: Pricing**

Proposers shall submit a pricing proposal for projects totaling \$0.01 - \$500,000.00 per task order of all required services specified herein. The County shall request a minimum of one (1) pricing proposal but the County reserves the right to ask for multiple pricing proposals per project with complete breakdown of all aspects of the task order price, demonstrating units of measure, unit pricing, extensions/quantities, hourly rates, material pricing, and any other quantities and/or costs included in the annual price.

#### **Pricing**

The pricing under this RFP shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior **twelve (12) months CPI - All Urban Consumers (CPI-U)**, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

#### **Section 6: Local Preference**

Proposers shall complete and include **Attachment "E"** and provide the specified documentation to validate Proposer's qualification as a Local Business, if applicable. If Proposer is not a Local Business, and is not submitting for consideration of local preference, complete and submit Attachment "E" only.

#### **Section 7: Administrative Information**

Proposers shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

Any pricing proposals submitted by Contractor(s) for work under this contract must be on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

- Description of the scope of work to be performed;
- Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project (including Sub-Contractor's proposal);
- Schedule for Project Completion or total number of consecutive calendar days for project completion;
- List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

#### **H. DETERMINATION OF RESPONSIVENESS**

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to the evaluation of Proposals. Only those Proposals from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.



**I. EVALUATION OF PROPOSALS**

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein.

The Evaluation Committee may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County, or with other public agencies, prior to making any recommendation for award, or moving forward with negotiations.

**J. EVALUATION CRITERIA AND SCORING**

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

**Evaluation Criteria:Maximum Possible Points per Evaluator:**

<b>A. Staff Qualifications &amp; Professional Team</b>	<b>25</b>
<b>B. Related Experience</b>	<b>30</b>
<b>C. Quality &amp; Schedule Control</b>	<b>25</b>
<b>D. Proposed Pricing</b>	<b>25</b>
<b>E. Local Preference</b>	<b>10</b>
	<b>Total Points Possible: 115</b>

<b>G. Interviews/Presentations – Shortlisted Firms (If Applicable)</b>	<b>30</b>
	<b>Total Points Possible: 145</b>

**K. FORMULA FOR EVALUATION OF LOCAL PREFERENCE:**

Evidence of Proposer's qualification as a Local Business in accordance with Section 16.3.1 SJC Purchasing Policy, Local Preference shall be scored by the SJC Purchasing Division, and shall be scored on a scale of 0 – 10 points per evaluator. Proposers that meet all qualification criteria as a local business shall receive 10 points. Proposers that do not meet all qualification criteria as a local business shall receive 0 points.

**L. SHORTLIST INTERVIEWS/PRESENTATIONS**

Upon announcement of the scores/ranking of the Proposers, based upon the Evaluation Criteria, if the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Proposer, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

**M. NEGOTIATIONS & AWARD**

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFP. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an

agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

In the event the negotiated costs for the Services exceed \$500,000, the negotiated Contract shall be presented to the Board of County Commissioners ("Board") for approval to execute.

#### **M. PROTEST PROCEDURES**

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

### **PART IV: CONTRACT REQUIREMENTS**

#### **A. CONTRACT AGREEMENT & TERM**

The County intends to negotiate and enter into a Contract, with one (1) or more Contractors, at the discretion of the County, upon successful negotiations, award a General Services Contract, on a form provided by the County, for performance of the specified Services, for a Contract Term of three (3) calendar years with two (2), two (2) calendar year renewals.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts 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.

In the event that a Contract is attached to the RFP, such attached Contract 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 is not attached to the RFP, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent. 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 Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer.

#### **B. CONTRACT PERFORMANCE**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

#### **C. TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Contractor. In the event of the Contractor's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Contractor is in default, and the amount of time provided to the Contractor to cure such default. If the Contractor fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe



specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor. The County may also terminate the Contract, due to lack of appropriation of sufficient funds.

**E. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**F. LICENSES, PERMITS & CERTIFICATIONS**

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

**G. INSURANCE REQUIREMENTS**

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person



or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Contractor shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Contractor shall require any sub-Contractors performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier sub-Contractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier sub-Contractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

#### **H. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, sub-Contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

**PART V: – ATTACHMENTS/FORMS**

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

**COVER PAGE**

ST. JOHNS COUNTY PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

POINT OF CONTACT NAME & TITLE: \_\_\_\_\_

POINT OF CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



**PRICE PROPOSAL SHEET**

<b>COMPANY NAME:</b>			
<b>TASK 1</b>			
INITIAL WELL ASSESSMENT	LUMP SUM:	\$	
VIDEO LOGGING SERVICES (AS DIRECTED)	LUMP SUM:	\$	
	SUB-TOTAL	\$	
<b>TASK 2</b>			
<b>REHABILITATION &amp; REPAIRS</b>	<b>TIME &amp; MATERIALS</b>		
<b>LABOR CODE NAME</b>	<b>STRAIGHT TIME RATE</b>	<b>O/TRATE</b>	<b>PREMIUM RATE</b>
Superintendent			
General Foreman			
Working Foreman			
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator			
Laborer (Skilled)			
Laborer (Unskilled)			
<b>ADDITIONAL LABOR CODES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS IF NEEDED)</b>			
<b>SUBCONTRACTORS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>MATERIALS: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%) EQUIPMENT</b>			
<b>RENTAL: Cost + Overhead &amp; Profit (O/H &amp; P Not to Exceed 15%)</b>			
<b>TASK 3</b>			
<b>EMERGENCY REPAIRS (AS NEEDED BASIS)</b>			
Emergency Mobilization (24 hours Response)	LUMP SUM:	\$	
Emergency Assessment	LUMP SUM:	\$	
	SUB-TOTAL:	\$	
Repairs / Time (Rates as above)	TIME:	\$	
Repairs / Material (Rates as above)	MATERIAL:	\$	
<b>TOTAL SUM (TASK ORDERS #1-#3)</b>	<b>TOTAL SUM:</b>	<b>\$</b>	

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "A"  
ST. JOHNS COUNTY AFFIDAVIT**

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The Undersigned authority, \_\_\_\_\_ ("Affiant"), who being duly sworn, deposes and states that he/she is the (Title) of the Bidder \_\_\_\_\_ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **RFP NO 1629; Utility Well Assessment Program**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.**

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "B"  
PROPOSAL AFFIDAVIT**

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, \_\_\_\_\_ (Affiant) who, being duly sworn, deposes and says he/she is \_\_\_\_\_ (Title) of (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for **RFP NO: 1629; Utility Well Assessment Program.**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer Firm)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date of Signature  
STATE OF

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of , 20, by Affiant, who is personally known to me or has produced as identification.

Notary Public

My Commission Expires:



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **RFP NO: 1629; Utility Well Assessment Program**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**RFP NO: 1629; Utility Well Assessment Program**

**St. Johns County Board of County Commissioners**

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

**Proposer must select one of the following, and submit the supporting documentation, as applicable:**

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 \_\_\_\_\_

Proposer does not qualify for Local Preference in accordance with Section 16.3.1 \_\_\_\_\_

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature



**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "F"  
CLAIMS, LIENS, LITIGATION HISTORY**

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 project 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 seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

---

---

---

---

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, on separate sheet(s), provide an explanation of those instances.
6. 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, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.
8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, on separate sheet(s) explain in detail

**RFP NO: 1629; Utility Well Assessment Program**

**ATTACHMENT "G"  
E-VERIFY AFFIDAVIT**

STATE OF  
COUNTY OF

I, (Affiant), being duly authorized by and on behalf of (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Affiant, who is personally known to me or has produced as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "H"**

**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 29CFR1926.650 (Subpart Pas 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.

\_\_\_\_\_  
(Proposer Firm)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Printed Name & Title)







**ATTACHMENT "K"**  
**RELEVANT EXPERIENCE**

Each Proposer must have a business with a minimum of five (5) years' experience in repairing and rehabilitating portable water wells and responding to emergency situations for the type of size wells specified in this RFP document.

The information required shall include: dates of service, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.



**RFP NO: 1629; Utility Well Assessment Program**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated , 20\_\_\_\_.

For  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.


IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

**RFP NO: 1629; Utility Well Assessment Program**

SEALED RFP MAILING LABEL

**Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".**

<b>SEALED RFP • DO NOT OPEN</b>	
SEALED RFP #:	<b>RFP 1629</b>
RFP TITLE:	<b>Utility Well Assessment Program</b>
DUE DATE/TIME:	<b>Thursday, December 7, 2023 No Later Than 4:00 PM EST</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



**END OF DOCUMENT**