TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

December 16, 2024

BOARD OF SUPERVISORS

CONTINUED REGULAR MEETING AGENDA

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Terra Lago Community Development District

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

December 9, 2024

Board of Supervisors
Terra Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Terra Lago Community Development District will hold a Continued Regular Meeting on December 16, 2024 at 11:00 a.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Informal Proceeding: Youngquist Brothers, LLC, Protest of Award of Wastewater Treatment Facility Injection Well System Improvements Project
   A. Review of Process - District Counsel
   B. Presentation by Youngquist Brothers, LLC (limited to 45 minutes)
   C. Presentation by District Counsel (limited to 45 minutes)
   D. Consideration of Final Decision
4. NEXT MEETING DATE: February 10, 2025 at 1:00 PM [Adoption of Delegation Resolution]
   - QUORUM CHECK

SEAT 1	JOSH KELLAM	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	TOM KENNY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JASON DUGAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	DAVID POWERS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	KEVIN POWERS	☐ IN PERSON	☐ PHONE	☐ NO

5. Board Members' Comments/Requests
6. Public Comments
7. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Ryan J. Dugan
850.692.7333
ryan.dugan@kutakrock.com

December 10, 2024

Via U.S. Mail and E-mail
Youngquist Brothers, LLC
c/o Law Offices of Mark R. Komray, Esq., PLLC
1882 N. Tamiami Trail, #3434
Fort Myers, FL 33918
Email: mrk@komraylaw.com

Re: Terra Lago Community Development District
Notice of Rejection of Protest – Wastewater Treatment Facility
Injection Well System Improvements Project

Dear Mr. Komray:

The Terra Lago Community Development District ("**District**") received the Formal Protest from Youngquist Brothers, LLC ("**YB**") on the above referenced Project dated November 20, 2024 ("**Protest**"). The Protest was reviewed on December 9, 2024, at a noticed public meeting of the District's Board of Supervisors ("**Board**"). In accordance with the Board's determination, the District rejected the Protest and the relief requested therein based on the factual and legal analysis stated in the enclosed Final Decision attached hereto as **Enclosure 1** and incorporated herein by this reference.

Informal Proceeding

The Board determined the Protest does not involve a disputed issue of material fact and, in accordance with the District's Rules of Procedure ("**Rules**"), has elected to schedule an informal proceeding to provide YB an opportunity to be heard on and/or challenge the District's action. This letter shall serve as the District's notification that the informal proceeding will be held on **December 16, 2024, at 11:00 a.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955**. At the informal proceeding, you will have the opportunity to submit oral arguments to the Board in support of your position; provided, however, YB's oral argument will be limited in duration to no more than 45 minutes. Any written materials or argument that YB would like the Board to consider should be submitted no later than **December 15, 2024, at 5:00 p.m.** via e-mail to District Counsel, Ryan J. Dugan, at ryan.dugan@kutakrock.com and to District Management, Cindy Cerbone, at cerbonec@whhassociates.com**.** The District will consider your arguments during the informal proceeding and will thereafter timely respond to the same as determined by the Board during the informal proceeding.

If you would like to exercise your opportunity to be heard, you must send confirmation of the same no later than December 13, 2024, at 5:00 p.m., via e-mail to District Counsel, Ryan J. Dugan, at ryan.dugan@kutakrock.com and to District Management, Cindy Cerbone, at cerbonec@whhassociates.com,**.** The informal proceeding must be attended in person by YB or its counsel. Telephonic or remote participation will not be permitted. Please note that a failure to file a notice of YB's

decision to exercise its opportunity to be heard by this deadline shall constitute a waiver of proceedings under Chapter 190, *Florida Statutes*, and the District's Rules.

Protest Bond

In accordance with the District's Rules, in the event the Protest is unsuccessful at the conclusion of the informal proceeding, the District intends to apply the protest bond provided by YB towards the District's costs, expenses, and attorney's fees associated with the informal proceeding. However, if YB decides to end its protest prior to the December 13 deadline, the District will return of the protest bond.

Public Records Request

Regarding your public records request dated November 13, 2024, this letter provides follow-up on the status of the request to date. The request identified six (6) categories of records, and the District previously provided two of the six categories (form of protest bond and copy of Rules). Due to the broad nature of your request, the volume of records requested will require such extensive use of resources and personnel that the District will be required to recover its costs.

Please advise if you would like the District to undertake such additional action and the District will provide you with an estimate of its anticipated costs and will require a deposit. *See Fla. Agency for Health Care Admin. V. Zuckerman Spaeder, LLP*, 221 So. 3d 1260 (Fla. 1st DCA 2017) (authorizing agencies to require payment before producing records). Alternatively, if you would like to withdraw or narrow the scope of your request, please contact me directly to discuss further.

Sincerely,

Ryan J. Dugan
District Counsel

cc: Cindy Cerbone, District Manager (email only)

Enclosure

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
VILLAGE OF INDIANTOWN, FLORIDA

FINAL DECISION AFFIRMING AWARD OF PROJECT AND REJECTING BID PROTEST

This cause came before the Terra Lago Community Development District's ("**District**") Board of Supervisors ("**Board**") pursuant to a bid protest ("**Protest**") filed with the District on November 20, 2024, by Youngquist Brothers, LLC ("**YB**"), and relating to the District's Request for Proposals ("**RFP**") for the Wastewater Treatment Facility Injection Well System Improvements Project ("**Project**"). Pursuant to Rule 3.11 of the District's Rules of Procedure ("**Rules**"), the Protest is hereby rejected on its merits based on the findings of fact and conclusions of law stated herein and the District's award of the Project to Florida Design Drill LLC ("**FDD**") is affirmed.

STATEMENT OF THE ISSUE

Whether the Board's decision to award a contract for its Project to FDD constitutes an arbitrary and capricious exercise of discretion.

FACTUAL AND LEGAL ANALYSIS

Background

1. The District is a local unit of special-purpose government established by Ordinance 12-2022, enacted by the Village Council of the Village of Indiantown, Florida ("**Village**"), effective October 13, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "**Act**").
2. The District adopted Rules of Procedure in accordance with the Act effective February 13, 2023 ("**Rules**").
3. On August 12, 2024, at a noticed public meeting of the Board, the Board authorized the competitive procurement of proposals for the Project, approved the evaluation criteria to be used in its selection ("**Evaluation Criteria**"), and directed District staff to finalize the Project Manual and advertise the RFP, all in accordance with the District's Rules.[1]
4. The Project Manual, as amended and supplemented by Addenda Nos. 1 and 2 dated October 30, 2024, and November 1, 2024, respectively, is attached hereto as **Exhibit A.**
5. Category 2 of the Evaluation Criteria (Proposer's Experience) at page numbered 15 of the Project Manual allocates up to 20 points out of a 100 total to be assigned to proposals by the Board and explains that the following factors shall be considered in the Board's evaluation: "***Past record and experience of the respondent with Terra Lago CDD***, experience with similar projects, and/or ***experience with other CDD's and units of government***; ***volume of work previously performed by the firm***; character, integrity, reputation, of respondent, etc." (emphasis added) ("**Category 2**").
6. Part II of the Proposal Form included in the Project Manual at page numbered 32 "Experience" requires proposers to "Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attached additional sheets to complete): project name/location, reference contact, contact phone/e-mail, dollar amount of contract, scope of services for project, state date, current status of the project." ("**Three Project Minimum Experience**").
7. Notice of the RFP was published in the *Stuart News* on October 9, 2024.
8. YB requested the Project Manual via e-mail in accordance with the Notice on October 16, 2024.

[1] Note, the point allocation in the Evaluation Criteria is identical to the point allocation used previously by the Board for other competitive procurements for construction services.

9. The District sent the Project Manual via e-mail to YB on October 16, 2024.
10. The Project Manual provides that the ability to protest the terms and specifications in the Project Manual, including the Evaluation Criteria, is waived if not protested within 72 hours of receiving the Project Manual.
11. YB did not object to the terms or specifications in the Project Manual, including the Evaluation Criteria, within 72 hours of October 16, 2024.
12. The District transmitted to FDD and YB Addendum No. 1 to the Project Manual on October 30, 2024, a copy of which is included in Exhibit A.
13. The District transmitted to FDD and YB Addendum No. 2 to the Project Manual on November 1, 2024, a copy of which is included in Exhibit A.[2]
14. On November 8, 2024, the District received two (2) proposals by the Response Deadline identified in the Project Manual, and conducted the RFP bid opening in accordance with the Project Manual.
15. FDD submitted a proposal that (i) identified experience that satisfied the Three Project Minimum Experience requirement at PDF page 83 of 132, (ii) identified experience with the District in its Contract Status Report at PDF page 84 of 132, and (iii) identified experience with the Village in its Contract Status Report at PDF page 84 of 132.
16. YB submitted a proposal that (i) identified experience that satisfied the Three Project Minimum Experience requirement at PDF pages 51-53 of 91, (ii) identified no experience with the District, and (iii) identified no experience with the Village.
17. On November 11, 2024, at a noticed public meeting of the Board, the Board met to review both proposals in accordance with the Evaluation Criteria. Both proposals were deemed responsive to the Project Manual and were reviewed by the Board.
18. During the November 11, 2024, Board meeting, the Board ranked FDD's proposal 1.71 points higher than YB out of a total of 100 points and, specifically regarding Category 2, ranked FDD's proposals two (2) points higher than YB out of a total of 20 points.
19. Category 5 of the Evaluation Criteria (Price) at page numbered 15 of the Project Manual ("**Category 5**") allocates up to 25 points out of a 100 total to be assigned to proposals by the Board and explains that 15 of the 25 points will be "awarded to the proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work, and all other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid," which is a formulaic calculation not based on the Board's discretion. Further, Category 5 explains that the remaining 10 of the 25 points are "allocated for the reasonableness of unit prices and balance of bid" as determined by the Board.
20. On November 12, 2024, the District provided FDD and YB notice of its intent to award the Project to FDD.
21. On November 13, 2024, the District received a timely filed notice of protest from YB. District counsel instructed YB to submit this notice via email.
22. On November 15, 2024, the District received a timely filed protest bond. District counsel instructed YB that the deadline to submit the bond is by the formal protest deadline.
23. On November 20, 2024, the District received a timely filed written formal protest ("**Protest**") which is attached hereto as **Exhibit B**.
24. On December 9, 2024, at a noticed public meeting of the Board, the Board met to review the Protest in accordance with its Rules and determined to reject the Protest and utilize informal proceedings.
25. On December 10, 2024, the District provided to YB notice of its rejection of the Protest and the opportunity to be heard at a District meeting to be held on December 16, 2024.

[2] Note, Addendum No. 2 was transmitted in order to respond to questions submitted solely from YB and received by the District after the question deadline identified in the Project Manual, even though rejection of the questions as untimely was within the District's discretion.

Burden of Proof Standard

Florida courts have explained that a "'public body has wide discretion' in the bidding process and 'its decision, when based on an honest exercise' of the discretion, should not be overturned even if reasonable persons might disagree." *Emerald Corr. Mgmt. v. Bay Cty. Bd. of Cty. Comm'rs*, 955 So.2d 647, 651 (Fla. 1st DCA 2007). As the protesting party, YB has the burden to establish a ground for invalidating the award. *See GTECH Corp. v. State Dep't of Lottery*, 737 So. 2d 615, 619 (Fla. 1st DCA 1999). YB must show by a preponderance of evidence that the District's award was clearly erroneous, contrary to competition, arbitrary, or capricious. AT&T Corp. v. Dep't of Mgmt. Servs., 201 So. 3d 852, 854 (Fla. 1st DCA 2016).

The Protest alleges that the Board's evaluation of the proposals and award of the Project to FDD was an arbitrary and capricious exercise of discretion. The Protest does not challenge the terms and specifications in the Project Manual, including the Evaluation Criteria. The Protest does not argue that the award was erroneous or contrary to competition. Any issue not raised in the Protest is considered to have been waived. *See Palm Beach Polo Holdings, Inc. v. Broward Marine, Inc.*, 174 So. 3d 1037, 1038-39 (Fla. 4th DCA 2015). Thus, YB waived any claim that the Board's decision was erroneous, contrary to competition, biased, or fraudulent by failing to bring forward such claims in the Protest. Even if YB brought such a claim, it would fail as the Board's actions were clearly within the permissible range of interpretations of the Project Manual. The record reflects the Board conducted a fair competition upon equal terms to all proposers, and YB failed to identify any evidence to the contrary. *See Colbert v. Dep't of Health*, 890 So. 2d 1165, 1166 (Fla. 1st DCA 2004); *Wester v. Belote*, 103 Fla. 976, 981-82, 138 So. 721, 723-24 (Fla. 1931).

No Disputed Issues of Material Fact

Florida law has stated that the question of whether an action is arbitrary and capricious is one of law. *See Martin Cnty. v. Section 28 P'ship, Ltd.*, 772 So. 2d 616, 619 (Fla. 4th DCA 2000) ("Although an appellate court must defer to the trial court's resolution of disputed issues of fact, the question of whether a governing body's actions are arbitrary and capricious is one of law."); see also *Dugan v. City of Jacksonville*, 343 So. 2d 103, 105 (Fla. 1st DCA 1977) ("[I]t is always a matter for the courts to determine whether a zoning authority acted reasonably and fairly or capriciously and arbitrarily.").

In situations involving bidding for contracts, where affording the losing proposer with a formal proceeding would encompass procedures likely to forestall prompt execution of government contracts and where there are no genuine issues as to any material fact and any spurious factual issues can be readily identified and eliminated by the parties, an informal proceeding would be the most appropriate so that disputes can be resolved or crystalized prior to execution of the contract involved. *U. S. Service Industries--Florida v. State, Dept. of Health and Rehabilitative Services*, 383 So.2d 728 (Fla. 1st DCA 1980); *Brevard Cmty. Coll. v. Fla. Pub. Emps. Rels. Comm'n*, 376 So. 2d 16, 18 (Fla. 5th DCA 1979) ("The facts were not in dispute, only the conclusions to be drawn therefrom").

The Protest asserts three "facts" as being in dispute between YB and the District. These alleged disputed facts are: (1) the Proposal Ranking Sheet provides FDD 1.71 more points than YB; (2) Category 2 provides FDD a score of 20 and YB a score of 18; and (3) an alleged absence of any factual basis to support the Board's determination that YB's Experience score ranking determined in accordance with the Evaluation Criteria is two (2) points less than FDD's.

Despite the contention by YB, however, these are not factual disputes. It is undisputed that the Proposal Ranking Sheet provides that FDD scored overall 1.71 more points than YB. It is undisputed that, under Category 2, FDD scored 20 and YB scored 18.

Regarding the third point, stating that a factual dispute exists is not enough to create a genuine issue of disputed fact. *See Master Tech Satellite, Inc. v. Mastec N. Am., Inc.*, 49 So. 3d 789, 790 (Fla. 3d DCA 2010) ("A party does not create a disputed issue of fact, however, by merely stating factual conclusions."). YB was required to present evidence demonstrating the existence of disputed issues of fact. *Woodruff v. Gov't Emps. Ins. Co.*, 669 So.2d 1114, 1115-16 (Fla. 1st DCA 1996) ("[T]he existence of disputed issues of fact must be demonstrated by either presenting evidence of countervailing facts or justifiable inferences from the facts presented."). General allegations and legal argument are insufficient to meet this standard. *See Bradley v. Fort Walton Beach Med. Ctr., Inc.*, 260 So. 3d 1178, 1180 (Fla. 1st DCA 2018) ("Appellant's general allegations and legal argument do not constitute evidence of disputed issues of material fact.").

The Protest does not dispute that Category 2 includes consideration of respondent's experience with the District, other CDD's and units of government, and volume of work previously performed by the firm. The Protest does not demonstrate evidence to dispute that YB's Proposal did not identify experience with the District or with the Village. The Protest does not demonstrate evidence to dispute that FDD's proposal identified experience with the District and with the Village. That is to say, the Protest fails to identify evidence demonstrating an existence of disputed issues of fact regarding the alleged absence of a factual basis to support the District's scoring determination.

As such, the Protest does not involve a disputed issue of material fact.

Not Arbitrary or Capricious

Whether the Board acted arbitrarily will be controlled by a determination of whether the Board complied with its own Evaluation Criteria as outlined in the RFP. *Emerald Corr. Mgmt. v. Bay Cnty. Bd. of Cnty. Comm'rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007); *Thalle Constr. Co. v. Charlotte Cnty., Fla.*, No. 2:24-CV-533-SPC-KCD, 2024 WL 2895320, at *3 (M.D. Fla. June 10, 2024); *See also City of Sweetwater v. Solo Constr. Corp.*, 823 So.2d 798, 802 (Fla. 3d DCA 2002) (holding that the criteria espoused in the published invitation to bidders controlled the analysis of whether the city acted in an arbitrary manner).

An action is "arbitrary" if it is not supported by logic or the necessary facts and is "capricious" if it is adopted without thought or reason, or if it is irrational. *Hadi v. Liberty Behav. Health Corp.*, 927 So. 2d 34, 38-39 (Fla. 1st DCA 2006); *Agrico Chem. Co. v. Dep't of Env't Regul*., 365 So. 2d 759, 763 (Fla. 1st DCA 1978).

To determine whether an agency acted in an "arbitrary" or "capricious" manner, one must determine "whether an agency: (1) has considered all of the relevant factors; (2) has given actual, good faith consideration to those factors; and (3) has used reason rather than whim to progress from considering those factors to reaching a final decision. *Adam Smith Enter. v. Dep't of Env't Regul*., 553 So. 2d 1260, 1273 (Fla. 1st DCA 1989). However, if a decision is justifiable under any analysis that a reasonable person would use to reach a decision of similar importance, it would seem that the decision is not arbitrary or capricious. *Dravo Basic Materials Co. v. Dep't of Transp.*, 602 So. 2d 632, 635 n.3 (Fla. 2d DCA 1992); *J.D. v. Fla. Dep't of Child. & Fams.*, 114 So. 3d 1127, 1132-33 (Fla. 1st DCA 2013). A "reviewing court need not second guess the members of the evaluation committee to determine whether reasonable persons might reach a contrary result." *Emerald Corr. Mgmt.*, 955 So. 2d at 651.

Again, Category 2 explained that the following facts are to be considered in the Board's evaluation: "***Past record and experience of the respondent with Terra Lago CDD***, experience with similar projects, and/or ***experience with other CDD's and units of government***; ***volume of work previously performed by the firm***; character, integrity, reputation, of respondent, etc." (emphasis added).

Here, the Board's decision to give FDD a score of 20 and YB a score of 18 under Category 2 was not arbitrary and capricious as the Board followed its Evaluation Criteria. On the record during the District's publicly noticed Board meeting held on November 11, 2024, the Board discussed FDD's prior experience with the District, FDD's prior experience with the Village, and YB's lack of experience with either the District or the Village. FDD's prior experience with the District is relevant to the Project at hand because the project site for FDD's prior experience with the District is the same as the project site for this Project. Familiarity with the project site is a rational and logical factor for the Board to consider in awarding the Project. Further, the "prior" experience in this instance is in fact associated with an active and ongoing project of the District that was competitively let to FDD in accordance with the Rules, and coordination between this project and the Project would be required. It is reasonable to appreciate the benefits to work site coordination when all projects are managed by one (1) entity. Regarding FDD's prior experience with the Village, this experience dealt with a well facility that will ultimately be owned by the Village, just as is the case for the Project. General familiarity with the Village's utility system and governmental processes is a relevant factor for the Board to consider in the totality of the facts and circumstances when making its decision and is explicitly included in the Evaluation Criteria. When all of these factors are combined, assigning a two (2) point difference in scoring Category 2 is a justifiable decision. Conversely, it would be unreasonable, irrational, and unjustifiable for the Board to ignore FDD's prior relevant experience with the District and the Village in the manner requested in the Protest. The Board is not free to ignore the Evaluation Criteria just because YB does not agree with the Board's justification.

There is nothing alleged in the Protest or in the record of the proceedings that reflects the Board did not give actual, good faith consideration to both proposals. To the contrary, well in advance of the award decision, electronic copies of the proposals and hard copies were made available to each Board member. During the November 11, 2024, Board meeting the Board engaged in discussion on each category in the Evaluation Criteria. Note, the Protest leans heavily on the fact that YB submitted a proposal with a lower price to complete the Project, which the District agrees is an undisputed fact. However, the Evaluation Criteria separately accounts for price in Category 5 and, thus, the price difference is completely irrelevant to the Board's evaluation of Category 2 as the Board objectively scored the points awarded in Category 5 in accordance with the Evaluation Criteria. If YB had an issue with the Evaluation Criteria or the point allocation therein, YB had the opportunity to make this argument when it received the Project Manual.

Despite YB's assertions, the Board considered the volume of work previously performed by each firm. The Project Manual requested proposers demonstrate a Three Project Minimum which, based on the unambiguous language in the Project Manual, sets the minimum experience qualification that the District required. Both proposals met the Three Project Minimum qualification. The Board's consideration of volume of work previously performed by each firm is evident in the fact that both FDD and YB were awarded nearly all of the available points in Category 2. The Board gave YB full consideration of its experience demonstrated by its volume of work previously performed, and the point deduction in Category 2 was related to other relevant factors discussed herein. While it would be unreasonable and irrational for the Board to award zero points to YB for experience when it had satisfied the Three Project Minimum, a two (2) point deduction out of a total of 20 available points due to other relevant factors is justifiable based on the facts and circumstances at hand.

The Board followed its Evaluation Criteria when evaluating YB's experience, and its decision to provide a lower score to YB was not made without reason and is not unsupported by facts. As such, the decision was not arbitrary or capricious.

Protest Bond

Pursuant to Rule 3.11(1)(c) of the District's Rules, in the event a protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and

defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and the protestor.

Here, YB provided to the District the required $10,000 protest bond. Because the Protest was unsuccessful, the District shall apply YB's protest bond toward the payment of the District's costs, expenses, and attorney's fees associated with the Protest.

CONCLUSION

For the reasons stated herein, the Terra Lago Community Development District affirms its award of the Project to Florida Design Drill, LLC, and rejects the Protest submitted by Youngquist Brothers, LLC.

DATED _____

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

EXHIBIT A

PROJECT MANUAL

REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT

October, 2024

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATEMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

TABLE OF CONTENTS

I. General Information
   a. Notice of Request for Proposals
   b. Instructions to Proposers
   c. Evaluation Criteria

II. Proposal Form
   a. General Information
   b. Personnel & Equipment
   c. Experience
   d. Financial Capacity
   e. Pricing
   f. Schedule
   g. Legal Matters
   h. Sworn Statement on Integrity of Public Contracting and Purchasing
   i. Trench Safety Compliance Statement
   j. Affidavit Regarding Proposal

III. Form of Agreement
   a. Standard Form of Agreement
   b. General Conditions
   c. Supplementary Conditions
   d. Other Contract Exhibits

IV. Technical Documents

[*END OF TABLE OF CONTENTS*]

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART I. GENERAL INFORMATION – (A) COPY OF NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Terra Lago Community Development District ("District") will receive proposals for the following project ("**Project**"):

WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

The Project will require contractors to provide labor, materials, and equipment necessary for the construction and testing of a proposed injection well system, consisting of one Class I injection well (IW1) with an injection capacity of up to 18.65 MGD and a rate of 12,950 GPM, one dual-zone deep monitor well (DZMW1), and four surficial aquifer water table monitoring wells, as more particularly described in the Project Manual and in accordance with the plans and specifications therein.

The Project Manual, consisting of the proposal package and other materials, will be available for public inspection and may be obtained beginning at **11:00 a.m. on October 9, 2024**, from Wrathell, Hunt and Associates, LLC (the "**District Manager**") by email request only sent to gillyardd@whhassociates.com. There will be a **mandatory pre-bid conference** at **11:00 a.m. on October 18, 2024**, at the Village's Water Treatment Plant located at 15851 SW Farm Road, Indiantown, Florida 34956. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those respondents who have provided their contact information to the District Manager via e-mail at gillyardd@whhassociates.com.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any proposal if it determines in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including the terms and specifications, must be filed with the District within 72 hours of receiving the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of $10,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Firms desiring to respond to the District's request for proposals for the Project must submit seven (7) unbound hardcopies and one (1) electronic copy on a flash drive of the firm's proposal no later than **11:00 a.m. on November 8, 2024**, at the offices of Indiantown Realty located at 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956 ("the **Response**

Deadline"). Proposals must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with "RESPONSE TO RFP - TERRA LAGO CDD." The District reserves the right to return unopened to a respondent any proposal received after the Response Deadline. Each proposal must remain binding for a minimum of one hundred twenty (120) days after the Response Deadline.

Proposals are required to include a bid bond ("Proposal Guaranty") in the amount of ten-thousand dollars ($10,000.00) as specified in the Project Manual.

The District Manager will conduct a special public meeting immediately after the Response Deadline at the same location to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, *Florida Statutes*. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in via email only to the District Manager (gillyardd@whhassociates.com) with email copies to Ryan Dugan (District Counsel) at ryan.dugan@kutakrock.com. No phone inquiries will be accepted. All questions must be received no later than **5:00 p.m. on October 25, 2024**, to be considered.

[END OF NOTICE]

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART I. GENERAL INFORMATION – (B) INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN SEVENTY-TWO (72) HOURS OF THE PRE-BID CONFERENCE, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF $10,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW. ADDITIONAL REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT'S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

General Instructions

1. OVERVIEW. The Terra Lago Community Development District ("**District**") is seeking proposals ("**Proposal(s)**") from firms ("**Proposer(s)**") capable of providing labor, materials, equipment for the Project (defined herein). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes,* for the purpose of financing, acquiring, constructing, installing, operating and maintaining public infrastructure improvements for its community, which is located in the Village of Indiantown, Florida ("**Village**").

The Project generally includes all work, or a portion thereof, necessary for construction and testing of a proposed injection well system, consisting of one Class I injection well (IW1) with an injection capacity of up to 18.65 MGD and a rate of 12,950 GPM, one dual-zone deep monitor well (DZMW1), and four surficial aquifer water table monitoring wells, in accordance with the plans and specifications contained herein ("Project"). Please refer to the technical documents included as part of this Project Manual for a complete description of the Project.

The Project will support public infrastructure to be owned and maintained by the Village. Pursuant to Section 163.01, *Florida Statutes*, the District and the Village have entered into that certain *Interlocal Agreement Relating to the Construction of Wastewater Collection and Pumping Systems Project* dated March 23, 2023, as amended and restated by that certain *First Amended and Restated Interlocal Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project* dated August 10, 2023 ("**Interlocal Agreement**"). Pursuant to the Interlocal Agreement, the District is responsible for constructing the Project for subsequent ownership by the Village, and the Project is being funded by the Village through legally available sources which may include funding through one or more State of Florida Department of Environmental Protection ("**FDEP**") grant agreement(s) ("**FDEP Grant Agreement**").

2. DUE DATE. Firms desiring to respond to the District's request for proposals for the Project must submit seven (7) unbound hardcopies and one (1) electronic copy on a flash drive of a Proposal no later than **11:00 a.m. on November 8, 2024**, at the offices of Indiantown Realty located at 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. Proposals will be publicly immediately after that date and time and the same location, provided however that, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law.

TIME IS OF THE ESSENCE with respect to the Project.

3. SUMMARY OF SCHEDULE. The District anticipates the following Request for Proposals (**"RFP"**) schedule, though certain dates may be subject to change:

DATE/TIME	**EVENT**
October 9, 2024	RFP Notice is issued.
October 9, 2024	RFP Project Manual available via email.
October 18, 2024 at 11:00 a.m.	Mandatory Pre-Bid Conference
October 25, 2024 at 5:00 p.m.	Deadline for questions.
November 8, 2024 at 11:00 a.m.	Proposal submittal deadline.
November 8, 2024 at 11:05 a.m.	Special Meeting to Open Proposals
[TBD]	District meeting to award contract

4. PRE-BID CONFERENCE. A mandatory pre-bid conference will be held regarding the Project at **11:00 a.m. on October 18, 2024,** at the Village's Water Treatment Plant located at 15851 SW Farm Road, Indiantown, Florida 34956. The pre-bid conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements.

5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

Notwithstanding the foregoing, the Proposer is hereby specifically notified and informed that the following provisions of Florida law apply to the RFP, the Project Manual, and the contract to be executed in connection with the Project:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies;*
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

6. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. All questions concerning this RFP or the Project shall be directed in writing by e-mail only to the District Manager at gillyardd@whhassociates.com, with e-mail copies to Ryan Dugan, District Counsel, at ryan.dugan@kutakrock.com. No phone inquiries will be accepted. All questions must be received no later than **5:00 p.m. on October 25, 2024,** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers who have registered at the pre-bid conference.

The District prohibits any discussion by a Proposer or subcontractors of a Proposer with District Board members or Village Council members regarding the Project during the selection process from the time of advertisement until contract award except for formal questions as stated below. Violation of this policy may result in disqualification.

Completing the Proposal

7. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

8. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.

B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience & Capacity, Pricing, Construction Schedule, Sworn Statement on Integrity of Public Contracting and Purchasing, Trench Safety Act Statement, and Affidavit Regarding Proposal.

C. In connection with completing the Proposal Form, Proposer shall:

1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
    i. Proposer should include resumes with applicable certifications.

ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.

2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project.

3. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
   i. The age of the equipment
   ii. Whether the equipment is owned or leased/rented
   iii. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project

4. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
   i. A description of the subcontractor / supplier's role in the Project.
   ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
   iii. The subcontractor / supplier's geographic location.
      1. For suppliers, identify also the location where the goods will be produced and shipped.
   iv. At least three references, including identifying the name, address and phone number for the reference.
   v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.

5. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken.

6. Describe previous or currently contracted work with other community development districts and local governments.

D. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
2. Information regarding current contracts on hand.
3. Information regarding contracts completed during the last three years.

4. Information regarding personnel hired by, and equipment owned by, the Proposer.

E. Pricing for all work, with unit pricing.

F. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.

G. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.

H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.

I. Bid bond or other form of security permitted under the Project Manual.

J. Copies of all applicable business licenses.

K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.

9. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. INSURANCE. All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Proposers who are unable to meet the insurance requirements set forth in the form of contract may still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

11. WARRANTIES. The form of contract includes various warranties that shall be provided by the successful Proposer ("**Contractor**") to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District and to the Village. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District and/or the Village. As part of its Proposal, each Proposer should provide copies of any major material warranties to the District (e.g., for all large purchases).

12. FINANCIALS. The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

13. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

14. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of $10,000, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

15. SUBMISSION OF PROPOSALS. Submit seven (7) unbound hardcopies and one (1) electronic copy on a flash drive of a completed proposal at the time and place indicated herein. Such Proposal shall be enclosed in a sealed envelope, marked with the notation, "RESPONSE TO RFP - TERRA LAGO CDD".

16. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

17. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

18. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, *Florida Statutes*, requires that the District and the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Acknowledgments

19. SITE INSPECTIONS & CONDITIONS. Proposers may visit the project site from **October 21, 2024, to October 25, 2024**, by contacting the District Manager, using the

contact information herein, and scheduling a site visit. Proposers should inform District Manager in writing prior to conducting any explorations, investigations, tests, and studies of the site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities.

By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Among other things, Proposer agrees to obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work. By submitting its Proposal, Proposer agrees to take responsibility for any and all issues arising from the site conditions, including but not limited to any unsuitable soils, varying soil conditions, etc. No additional costs or time may be charged by Proposer for matters associated with unsuitable soils or any other matters associated with the site conditions.

20. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data, and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.

B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Martin County, the South Florida Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.

C. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.

D. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.

E. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless

otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.

F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.

G. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District, the Village and others on site. The Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.

H. The Contractor shall be responsible for all costs associated with traffic control and maintenance during the Project.

I. The Contractor shall work with the District and the Village to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.

J. All existing trees, sod, irrigation and other landscaping must be protected and replaced to the extent damaged by the Project.

K. Contractor shall provide turbidity barriers throughout the Project to ensure compliance with all NPDES and other legal requirements.

L. Any estimate of quantities of work to be done and materials to be furnished to the Proposer is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.

M. All necessary survey work must be provided by the Contractor.

N. All materials and services provided by Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("**ADA**") Accessibility Guidelines, and local, state and federal laws.

O. The Contractor shall comply with FDEP Grant Agreement requirements to the extent they apply to the Contractor, and such requirements shall be incorporated into the subject contract; provided, however, the FDEP Grant Agreement does not

create any third party rights, and no third parties shall rely upon any of the rights and obligations created under the FDEP Grant Agreement.

Permits

18. PERMITS. Upon award of the contract, Contractor shall obtain and pay for all construction permits and licenses. The District and the Village shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when Contractor becomes bound under a negotiated contract).

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to assign some, or all, of its subcontracts or other agreements with material suppliers directly to the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. To facilitate this process, each Proposer shall include the cost of all construction materials and equipment in its Proposal, and shall separately identify all sales taxes normally applicable to such materials and equipment. Moreover, each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing. The Contractor's warranties and performance bonds shall extend to cover all direct purchased materials, as though Contractor had selected and purchased the materials itself.

Contract Award & Protests

20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board of Supervisors (**"Board"**) intends to appoint itself to evaluate the Proposals, with advice from the District Engineer and other District consultants. The Board shall review and evaluate the bids in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in

phases, and waive minor or technical irregularities in any Proposal if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

22. CONTRACT AWARD. Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual, unless requested otherwise by the District. No contract to perform the Project shall exist between the District and any Proposer until the contract is signed, and any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, an executed contract, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BOND. At the time the contract is executed, the Contractor will be required to furnish a payment and performance bond for one hundred percent (100%) of the amount of the work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish a bond in the amount of the Proposer's total contract price.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District and the Village and their respective officials, officers, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Project, the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

25. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's or Village's limitations on liability contained in Section 768.28, *Florida Statutes,* or other statute or law.

26. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are

or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See* s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

27. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the **District Manager's Office**," at Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, FL 33431, within seventy-two (72) hours after the mandatory pre-bid conference. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of $10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE VILLAGE, AND THE PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

[*END OF INSTRUCTIONS*]

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. Personnel. (15 Points)

Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.

2. Proposer's Experience. (20 Points)

Past record and experience of the respondent with Terra Lago CDD, experience with similar projects, and/or experience with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.

3. Understanding of Scope of Work. (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Financial Capability. (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. Price. (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. Schedule. (20 Points)

Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other

proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

[*END OF SELECTION CRITERIA*]

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (A) GENERAL INFORMATION

1. ***Proposer General Information***

Proposer Name_____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Internet Address _____

1st Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address_____

2nd Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address_____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Proposer.)

2. List the location of Proposer's office that would oversee the work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Company Standing

Proposer's form of entity: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____

Date _____ Charter Number (if applicable)_____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

_____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?

Yes ___ No ___

If no, please explain _____

_____

_____

4. ***Licensure***

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Martin County:

_____

_____

_____

_____

_____

_____

_____

_____

_____

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

_____

_____

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

_____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain _____

_____

_____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
CORPORATE OFFICERS
(Attach additional sheets if necessary)

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
OTHER SUPERVISORY PERSONNEL
(Attach additional sheets if necessary)

Company Name _____ Date _____

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT
(Attach additional sheets if necessary)

Company Name _____ Date _____

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:

Name:_____

Title:_____

Office Location:_____

_____

Corporation Responsibilities:_____

_____

Years in Current Position:_____

Proposed Role for the Project:_____

_____

% of Time to Be Devoted to Project:_____

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Manager / Supervisor / Key Personnel:_____

_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Manager / Supervisor / Key Personnel:_____

_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Manager / Supervisor / Key Personnel:_____

_____

Reference Contact:_____

Contact Phone/E-Mail: _____

(**Attach resume, and use additional sheets as appropriate**.)

2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed.

Staffing Role / Description of Role in Project	**# of Individuals**	**# of Total Man Hours per Month**	**Status of Staff with Proposer (e.g., full-time, day labor, etc.)**

3. Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.

Equipment Type	**Description of Role in Project**	**Age of Equipment**	**% of Time Available to the Project**	**Is the Equipment Presently Owned? Leased?**

4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.

Name of Subcontractor / Supplier	**Contact / Phone # / E-Mail Address**	**Role in Project (State whether subcontractor/supplier will be involved in the work being performed)**	**Total Value of Goods or Services Anticipated to Be Provided**

(**Attach additional sheets as necessary**.)

5. For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:

Name:_____

Title:_____

Contact:_____

Contact Phone/E-Mail: _____

Office Location:_____

_____

Shipment Location (for Suppliers):_____

_____

Years in Business:_____ _____

Proposed Role for the Project:_____

_____

_____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes ___ No ___ If no, explain:_____

_____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes ___ No ___

Please list the licenses:_____

_____

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

Project 1

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Subcontractor/Supplier: _____

_____

Total Value of Contract to Subcontractor/Supplier:_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Subcontractor/Supplier: _____

_____

Total Value of Contract to Subcontractor/Supplier:_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location:_____

Time Period of Project:_____

Description of Project:_____

_____

Role of Subcontractor/Supplier: _____

_____

Total Value of Contract to Subcontractor/Supplier:_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (_) No (_) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact:_____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

_____

_____

_____

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

_____

_____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (_) If yes, please explain:

_____

_____

_____

_____

_____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:

_____

_____

_____

_____

_____

(**Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate**.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

1. Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).

Project Name/Location:_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Current Status of the Project: _____

_____

_____

_____

2. Has the Proposer previously performed work for a community development district? Yes (_) No (_) If yes, please provide the following information for each project (attach additional sheets as necessary):

Project Name/Location:_____

Reference Contact:_____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Current Status of the Project: _____

_____

_____

_____

3. Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (_) No (_) For each such incident, please provide the following information (attach additional sheets as necessary):

Reference Contact:_____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

4. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes (_) No (_) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact:_____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

5. Has the Proposer or any of its officers or employees, or any of Proposer's proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at this community, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name _____ Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest $1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	**CURRENT CONTRACT AMOUNT AS PRIME**	**CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR**	**CURRENT AMOUNT SUBJECT TO OTHERS**	**AS PRIME CONTRACTOR**	**AS SUBCONTRACTOR**	**ORIGINAL CONTRACT DATE**	**APPROVED REVISED DATE**	**CURRENT ESTIMATE DATE**
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
Subtotal Uncompleted Work				$	$			
Total Uncompleted Work on Hand				$				

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS
(Attach additional sheets if necessary)

Company Name _____ Date _____

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB [1]	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION [2]	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE FOR THE LISTED PROJECT [3]

[1] 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

[2] 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

[3] 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. ***Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required.***

2. ***Complete the following chart for each of the past five years:***

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023			
2022			
2021			
2020			
2019			

3. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:***

   Identify the Case # and Tribunal:_____

   Describe the Nature of the Action:_____

   _____

   _____

   _____

   Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

   _____

   _____

4. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (_) If yes, please explain:***

_____

_____

_____

_____

_____

5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:***

_____

_____

_____

_____

_____

6. ***What is the Proposer's proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Workers' Compensation

a. State Worker's Compensation – Greater of statutorily required amount or $_____ per occurrence / $_____ aggregate / $_____ per disease
b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or $_____
c. Employer's Liability – $_____

Commercial General Liability Insurance

a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $_____
b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $_____
c. Products-Completed Operations – $_____
d. Personal and Advertising Injury – $_____

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

a. Bodily Injury:
   Each Person $_____
   Each Accident $_____
b. Property Damage:
   Each Occurrence $_____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $_____

Protection and Indemnity Insurance $_____

Contractual Liability coverage

a. General Aggregate $_____
b. Bodily Injury and Property Damage
   Combined Each Occurrence $_____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

a. General Aggregate $_____
b. Each Occurrence $_____

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?
(List items on separate page) YES / NO

_____ $_____
(Other)

_____ $_____
(Other)

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. What are the Proposer's current bonding limits?

Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit	$ _____
Single Project Limit	$ _____
Total Current Contracts Bonded	$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

PART II. PROPOSAL FORM – (E) PRICING

SECTION 1. PRICING.
Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as outlined in the Proposal Form attached as Exhibit A (to be prepared and completed by Proposer)** for the total lump sum of:

_____
_____(In Words).
$_____(In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Proposal Form attached as **Exhibit A** which shall provide detailed quantities, associated unit costs, and line item costs extended to provide for total cost ("Schedule of Values"). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format**. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

The undersigned proposes to construct all work necessary to construct wastewater system improvements as more particularly described in the Project Manual as shown on plans prepared by Meridian Consulting Engineers, LLC, in accordance with permits and/or approvals from Village of Indiantown, Martin County, FDEP, ACOE, FDOT, and the South Florida Water Management District, as applicable.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for one hundred twenty (120) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within five days after written Notice to Proceed of this proposal.

The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of Martin County and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name:_____

PROPOSAL FORM
EXHIBIT A TO PART II. PROPOSAL FORM – (E) PRICING

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

[PROPOSER TO INSERT PROPOSER-PROVIDED FORM]

PART II. PROPOSAL FORM – (F) SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use **December 1, 2024,** as the start date for the project for purposes of this RFP and shall use calendar days for purposes of indicating the project's duration.

The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of the Village of Indiantown's Utility Acceptance Turnover Check List and Village of Indiantown's Turnover Packet Final Acceptance. Important milestones, to be clearly denoted in the schedule, include Substantial Completion, Village of Indiantown's Turnover Packet Final Acceptance, Final Payment.

The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: _____ (in words) _____ (in figures); the achievement of application of Final Payment is: _____ (in words) _____ (in figures) . The Owner reserves the right to waive any informalities, or to reject any and all proposals.

PART II. PROPOSAL FORM – (G) LEGAL MATTERS

1. ***List and describe any and all litigation, arbitration or claims filed against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal:_____

   Describe the Nature of the Action:_____

   _____

   _____

   _____

   Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

   _____

   _____

   _____

2. ***List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal:_____

   Describe the Nature of the Action:_____

   _____

   _____

   _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

_____

_____

_____

3. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (_) No (_) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

_____

_____

_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

_____

_____

_____

4. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (_) No (_)

If so, state the name(s) of the company(ies) _____

_____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____
Also, please explain the basis for any bar or suspension:

_____

_____

5. ***Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes (_) No (_)***

   If yes, please describe each violation fine, and resolution _____

   What is the Proposer's current worker compensation rating? _____

   Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes (_) No (_)

   If yes, please describe the incident: _____

6. ***Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.***

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (H) SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Terra Lago Community Development District ("District")
(print name of the public entity)

by _____
(print individual's name and title)

for _____ ("Proposer")
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

_____

2. I have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies;*
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District or Village ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project ("Project") and the contract to be executed in connection with the Project.

5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District or Village.

___ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

_____

6. If awarded the contract, the Proposer will immediately notify the District and Village in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

[*Signature page follows]*

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROBHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this _____ day of _____, 2024.

(Corporate Seal, if applicable)

_____
(Name of Proposer)

_____

By:_____

Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (I) TRENCH SAFETY ACT COMPLIANCE STATEMENT

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:
   _____ Dollars (Written)
   $_____ (Figures).

3. The amount listed above has been included within the Proposal.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (J) AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("**Proposer**") and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Terra Lago Community Development District (**"District"**) Request for Proposals Wastewater Treatment Facility Injection Well System Improvements Project. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

_____

_____

_____

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE VILLAGE, AND THE PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this _____ day of _____, 2024.

_____

(Corporate Seal, if applicable) (Name of Proposer)

_____

By:_____

Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART III. FORM OF AGREEMENT

Table of Contents to Form of Agreement:

a. Standard Form of Agreement
b. General Conditions
c. Supplementary Conditions
d. Form of Performance Bond
e. Form of Payment Bond
f. Form of Demand Note

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

This Agreement is by and between Terra Lago Community Development District ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: all work necessary to construct and test infrastructure improvements for an injection well system, consisting of one Class I injection well (IW1) with an injection capacity of up to 18.65 MGD and a rate of 12,950 GPM, one dual-zone deep monitor well (DZMW1), and four surficial aquifer water table monitoring wells, for the Village of Indiantown, Florida (the "Village"). Please refer to the technical documents included as part of this Project Manual for a complete description of the Project. The owner of the Project site is the Village, and the Owner is responsible for completing the Project pursuant to the terms of that certain Interlocal Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project, as amended and restated (the "Interlocal Agreement").

ARTICLE 3—ENGINEER

3.01 The Owner has retained Meridian Consulting Engineers, LLC, with a mailing address of 613 N. Pinto Court, Winter Springs, Florida 32708 ("Engineer") to act as Owner's representative, assume

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

~~4.02 *Contract Times: Dates*~~

~~A. The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.~~

4.03 *Contract Times: Days*

A. The Work will be substantially complete within _____[number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after Owner's delivery of the final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) in accordance with Paragraph 15.06 and in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes ~~the date when the Contract Times commence to run~~.

~~4.04 *Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. *Substantial Completion:* Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. ~~*Milestones:* Contractor shall pay Owner $**[number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain ~~Milestones,~~ Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.~~

~~4.06 *Special Damages*~~

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

~~Unit Price Work~~					
~~Item No.~~	~~Description~~	~~Unit~~	~~Estimated Quantity~~	~~Unit Price~~	~~Extended Price~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
~~Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)~~					~~$~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.~~

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with ~~at~~ the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

through 218.80 of the Florida Statutes. Pursuant to the terms of the Interlocal Agreement, Village and Owner will review payment applications, and Village will transfer funds to the Owner and the Owner will utilize such funds to make payment to Contractor. ~~on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.~~ All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred-fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

~~a. **[number]** percent of the value of the Work completed (with the balance being retainage).~~

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. **[number]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[number]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[number]** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by the Village and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735, Florida Statutes. ~~All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement as modified herein.
2. Bonds:
    a. Performance bond (together with power of attorney) or an alternative form of security in lieu of a bond in accordance with the provisions of Section 255.05(7), Florida Statutes, such as a Demand Note Agreement ("**Demand Note**").
    b. Payment bond (together with power of attorney) or, alternatively, a Demand Note.
    c. Bid bond (together with power of attorney)
3. General Conditions as modified therein.
4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).
6. ~~Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.~~
7. Drawings listed on the attached sheet index.
8. Contract Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Form of Performance Bond, Form of Payment Bond, For of Demand Note Agreement
    b. Contractor's Bid (Exhibit A)
    c. Geotech Reports, if any
    d. Bid Addendum(s), if any
    e. Technical Specifications page __ through ___, inclusive
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.

14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Public Records*

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

1) keep and maintain public records required by the District to perform the service;

2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GILLYARDD@WHHASSOCIATES.COM, TELEPHONE: (561) 571-0010, FAX: (561) 571-0013, OR EMAIL.

9.05 *Assignment of Warranties*

A. Contractor shall assign to Owner and Village all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner and Village.

9.06 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Restriction on Removal of Fill Dirt from Work Site*

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 *Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing*

Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.05701, *Florida Statutes*, titled *Prohibition against considering social, political, or ideological interests in government contracting*;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
c. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
d. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies;*
e. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
f. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Owner ("Prohibited Criteria").

Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify Owner and Village.

9.10 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 *E-Verify.*

The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

FDEP considers the employment by Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be caused for unilateral cancellation of this Agreement. Contractor shall include this provision in all contracts issued as a result of this Agreement.

9.12 *Direct Purchase of Materials*

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

9.13 FDEP Grant Requirements. The Project is being funded by the Village through, among other sources, the State of Florida Department of Environmental Protection ("FDEP") through legally available sources which may include funding through one or more grant agreement(s) between FDEP and the Village ("FDEP Grant Agreement"), which requires that certain terms be incorporated into agreements funded thereby. These requirements are in addition to, and do not modify or reduce, any other requirements or obligations in this Agreement. The Contractor shall comply with FDEP Grant Agreement requirements to the extent they apply to the Contractor, and such requirements shall be incorporated into the subject contract.

9.14 No Third Party Rights in FDEP Grant Agreement. Contractor is advised that the FDEP Grant Agreement does not create any third party rights, and no third parties shall rely upon any of the rights and obligations created under the FDEP Grant Agreement.

9.15 Compliance with Chapter 274, Florida Statutes. Nonconsumable and/or nonexpendable personal property and equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapter 274, F.S., and Chapter 69I-73, F.A.C. Contractor shall cooperate with Owner and Village in maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services.

9.16 Compliance with Section 20.055, Florida Statutes. Contractor agrees to comply with Section 20.055, F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055, F.S.

9.17 Village Approval. The Village is the owner of the Project site. Upon acceptance of the Project by the Owner, ownership of the Project will be transferred to the Village by Bill of Sale, and the Village will be solely responsible for the operation, maintenance, repair and replacement of the Project as part of the Village's utility system. Pursuant to the terms of the Interlocal Agreement, the Village has approved construction of the Project on the site where the Project is to be performed, and Contractor is granted a license for access to the site for construction of the Project. Contractor must coordinate access to the Project site with representatives of the Owner and Village. Contractor may not affect the operation of the Village's existing utility operations on the Project site without the consent of the Village.

[Signatures on following page]

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: Terra Lago	Contractor: _____
Community Development District *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Chairperson, Board of Supervisors *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: _____	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
Phone: _____	Phone: _____
Email:	Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)* State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 8
2.03 Before Starting Construction 8
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 9
2.06 Electronic Transmittals 9
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 10
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 11
3.05 Reuse of Documents 12
Article 4—Commencement and Progress of the Work 12
4.01 Commencement of Contract Times; Notice to Proceed 12
4.02 Starting the Work 12
4.03 Reference Points 12
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 15
5.01 Availability of Lands 15
5.02 Use of Site and Other Areas 15
5.03 Subsurface and Physical Conditions 16
5.04 Differing Subsurface or Physical Conditions 18

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 19
5.06 Hazardous Environmental Conditions at Site 21
Article 6—Bonds and Insurance 24
6.01 Performance, Payment, and Other Bonds 24
6.02 Insurance—General Provisions 25
6.03 Contractor's Insurance 27
6.04 Builder's Risk and Other Property Insurance 28
6.05 Property Losses; Subrogation 28
6.06 Receipt and Application of Property Insurance Proceeds 29
Article 7—Contractor's Responsibilities 30
7.01 Contractor's Means and Methods of Construction 30
7.02 Supervision and Superintendence 30
7.03 Labor; Working Hours 30
7.04 Services, Materials, and Equipment 31
7.05 "Or Equals" 31
7.06 Substitutes 32
7.07 Concerning Subcontractors and Suppliers 34
7.08 Patent Fees and Royalties 35
7.09 Permits 36
7.10 Taxes 36
7.11 Laws and Regulations 36
7.12 Record Documents 37
7.13 Safety and Protection 37
7.14 Hazard Communication Programs 38
7.15 Emergencies 38
7.16 Submittals 39
7.17 Contractor's General Warranty and Guarantee 41
7.18 Indemnification 42
7.19 Delegation of Professional Design Services 44
Article 8—Other Work at the Site 44
8.01 Other Work 44
8.02 Coordination 45
8.03 Legal Relationships 46

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 47
9.01 Communications to Contractor 47
9.02 Replacement of Engineer 47
9.03 Furnish Data 47
9.04 Pay When Due 47
9.05 Lands and Easements; Reports, Tests, and Drawings 47
9.06 Insurance 47
9.07 Change Orders 47
9.08 Inspections, Tests, and Approvals 47
9.09 Limitations on Owner's Responsibilities 47
9.10 Undisclosed Hazardous Environmental Condition 48
9.11 Evidence of Financial Arrangements 48
9.12 Safety Programs 48
Article 10—Engineer's Status During Construction 48
10.01 Owner's Representative 48
10.02 Visits to Site 48
10.03 Resident Project Representative 49
10.04 Engineer's Authority 49
10.05 Determinations for Unit Price Work 49
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 49
10.07 Limitations on Engineer's Authority and Responsibilities 49
10.08 Compliance with Safety Program 50
Article 11—Changes to the Contract 50
11.01 Amending and Supplementing the Contract 50
11.02 Change Orders 50
11.03 Work Change Directives 51
11.04 Field Orders 51
11.05 Owner-Authorized Changes in the Work 51
11.06 Unauthorized Changes in the Work 52
11.07 Change of Contract Price 52
11.08 Change of Contract Times 53
11.09 Change Proposals 53
11.10 Notification to Surety 54

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 55
12.01 Claims 55
Article 13—Cost of the Work; Allowances; Unit Price Work 56
13.01 Cost of the Work 56
13.02 Allowances 59
13.03 Unit Price Work 60
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 61
14.01 Access to Work 61
14.02 Tests, Inspections, and Approvals 61
14.03 Defective Work 62
14.04 Acceptance of Defective Work 62
14.05 Uncovering Work 63
14.06 Owner May Stop the Work 63
14.07 Owner May Correct Defective Work 63
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 64
15.01 Progress Payments 64
15.02 Contractor's Warranty of Title 67
15.03 Substantial Completion 67
15.04 Partial Use or Occupancy 68
15.05 Final Inspection 69
15.06 Final Payment 69
15.07 Waiver of Claims 71
15.08 Correction Period 71
Article 16—Suspension of Work and Termination 72
16.01 Owner May Suspend Work 72
16.02 Owner May Terminate for Cause 72
16.03 Owner May Terminate for Convenience 73
16.04 Contractor May Stop Work or Terminate 74
Article 17—Final Resolution of Disputes 75
17.01 Methods and Procedures 75
Article 18—Miscellaneous 75
18.01 Giving Notice 75
18.02 Computation of Times 76

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 76
18.04 Limitation of Damages 76
18.05 No Waiver 76
18.06 Survival of Obligations 76
18.07 Controlling Law 76
18.08 Assignment of Contract 76
18.09 Successors and Assigns 77
18.10 Headings 77

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

    b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

    c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

    d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the "District."

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Village ~~Owner~~ upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Village ~~Owner~~ which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds <u>or Demand Note</u>; Evidence of Insurance

A. *Performance and Payment Bonds <u>or Demand Note</u>*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). <u>Contractor must provide a certified copy of the recorded bonds or a copy of the executed Demand Note before commencing the Work or before recommencing the Work after a default or abandonment.</u>

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within ~~10~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Village ~~Owner~~ shall furnish the Site. Village, on behalf of Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Village, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and

3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b~~. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer and with respect to "templating."

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. ~~*Reports and Drawings*: The Supplementary Conditions identify:~~

~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~

~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~

~~3. Technical Data contained in such reports and drawings.~~

~~B. *No Reliance by Contractor on Technical Data Authorized*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the~~

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.~~ ~~Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

1. ~~the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~

2. ~~other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~

3. ~~any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond or a Demand Note, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds or note must remain in effect until one year (for the payment bond) and two years (for the performance bond or Demante Note) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and, for performance and payments bonds, must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond or Demand Note, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond or Demand Note to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of the Work, Contractor shall provide a copy of the payment bond or Demand Note to such person or entity.

I. In lieu of the bonds required by this section, if acceptable to Owner, a contractor may file a Demand Note. The Demand Note is for the same purpose and subject to the same conditions as those applicable to the bond required by this Contract.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and~~ Contractor ~~waive~~ waives all rights against ~~each other and the respective~~ Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

any other property insurance applicable to the Work; and, in addition, ~~waive~~ waives all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through ~~Friday.~~

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~Contractor will not perform Work on a Saturday,~~ Sunday~~, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to 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, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to [ ] County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible perform~~s~~ any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner and Village that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's and Village's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's or Village's rights under the correction period provisions of Paragraph 15.08. The time in which Owner or Village may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner or Village shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner and Village all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,~~

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

~~employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, Village, FDEP, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be $10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against the Indemnitees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner or Village may perform other work at or adjacent to the Site. Such other work may be performed by Owner's or Village's employees, or through contracts between the Owner or Village and third parties. Owner or Village may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner or Village performs other work at or adjacent to the Site with ~~Owner's~~ employees, or through contracts for such other work, then Owner or Village shall give Contractor written or electronic mail notice thereof prior to starting any such other work. If Owner or Village has advance information regarding the start of any third-party utility work that Owner or Village has arranged to take place at or adjacent to the Site, Owner or Village shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner or Village, if ~~Owner is~~ performing other work with Owner's or Village's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner or Village, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner or Village intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's or Village's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner or Village shall have sole authority and responsibility for such coordination.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner or Village at or adjacent to the Site, the ~~Owner's~~ employees, any other contractor working for Owner or Village, or any utility owner that Owner or Village has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner or Village all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner and Village, any other contractor, or any utility owner performing other work at or adjacent to the Site.

   1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to Village or such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

   2. When Owner or Village is performing other work at or adjacent to the Site with Owner's or Village's employees, Contractor shall be liable to Owner or Village for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner or Village as a result of Contractor's failure to take reasonable and customary measures with respect to such ~~Owner's~~ other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, Village, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Village's ~~Owner's~~ duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. Neither Village or ~~The~~ Owner shall ~~not~~ supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner and Village will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's and Village's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner or Village has been informed.

B. Owner shall furnish copies of any applicable ~~Owner~~ safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 12—CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver such claim, in writing ~~it~~ directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:

1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or~~

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        5) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        6) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

        7) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions<u>, or if none is specified, in a rate book mutually acceptable to both parties</u>. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

~~9) 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~10) 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. <u>All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law.</u> ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's or Village's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Contractor shall include Village's representatives on each submission to Engineer for purposes of Village review pursuant to the Interlocal Agreement.

2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~ Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor~~. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or Demand Note or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner, and that title to all Work, materials, and equipment furnished under the Contract will pass to Village free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner and Village may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner or Village for its intended

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner or Village may request in writing that Contractor permit Owner or Village to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Village representatives shall be provided an opportunity to participate in such final inspection. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; ~~and~~

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work; and

f. all documentation required of Contractor to effectuate the transfer of ownership of the Project from the Owner to the Village.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the Project Site have been removed; and a final affidavit and release of claims has been provided.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. ~~By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.~~

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner or Village gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner or Village and in accordance with Owner's or Village's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner or Village, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner or Village shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's or Village's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner or Village may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner or Village will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond or Demand Note.

C. Subject to the terms and operation of any applicable performance bond or Demand Note, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond or Demand Note. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond or Demand Note under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. ~~In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~ Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Martin County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work, conveyance to Village, ~~or~~ termination of the Contract and termination ~~or~~ of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns. Notwithstanding the foregoing, Owner may assign its rights, duties and obligations under this Agreement to the Village upon Village consent; in such event, the Contractor shall execute all consents reasonably required to facilitate such assignment, plus any additional modifications as may be necessary to comply with the Laws and Regulations.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

[Title of Report], prepared by [Preparing Entity], dated [date].

OR

No reports related to physical conditions and subsurface structures at the Site are known to the Owner.

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

[Title of Drawing], prepared by [Preparing Entity], dated [date].

OR

No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

[List Technical Data]

OR

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

[Title of Report], prepared by [Preparing Entity], dated [date].

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

[Title of Drawing], prepared by [Preparing Entity], dated [date].

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

[List Technical Data]

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds or Demand Note as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. Commercial General Liability

General Aggregate	$3,000,000
Products - Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

*c. Automobile Liability**

Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

*d. Excess or Umbrella Liability**

Per Occurrence	$3,000,000
General Aggregate	$3,000,000

*e. Contractor's Pollution Liability**

Each Occurrence/Claim	$1,000,000
General Aggregate	$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)

ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

a. Products and completed operations coverage maintained for three (3) years after final payment;

b. Blanket contractual liability coverage to the extent permitted by law;

c. Broad form property damage coverage; and

d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, Village and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy

limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner or Village intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's or Village's employees, or to arrange to have utility owners perform work at or adjected to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Engineer

and

Village of Indiantown
Attention: Patrick Nolan, Public Works & Utilities Director
15516 SW Osceola Street, Suite B
Indiantown, Florida 34956
Telephone: 772-341-3098
Email: pnolan@indiantownfl.gov

2. An itemization of the specific matters to be covered by such authority and responsibility:

Engineer for purposes of that certain *AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder* dated January 2, 2024

For any contract performed at or adjacent to the Site executed between the Village and other contractors, the Village of Indiantown

3. The extent of such authority and responsibilities:

All coordination of the activities among the various contractors per contract as applicable

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N /A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

[Scope of duties as identified in the Personnel Leasing Agreement by and between the Owner and Project Manager]

Bond Number Assigned by Surety:
[Bond Number]

EXHIBIT A
FORM OF PERFORMANCE BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety:
[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety:
[Bond Number]

FORM OF PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: **[Owner's project/contract name, ~~and~~ location of the project, and contract number, if any]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

21. The Surety's obligations to a Claimant under this Bond will arise after the following:

    21.1. Claimants who do not have a direct contract with the Contractor

        121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    23.2. Pay or arrange for payment of any undisputed amounts.

    23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

32. Definitions

    32.1. *Claim*—A written statement by the Claimant including at a minimum:

        132..1. The name of the Claimant;

        132..2. The name of the person for whom the labor was done, or materials or equipment furnished;

        132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        132..4. A brief description of the labor, materials, or equipment furnished;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

132..7. The total amount of previous payments received by the Claimant; and

132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

34. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

FORM OF DEMAND NOTE AGREEMENT

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

VILLAGE WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

WHEREAS, on _____ 2024, the Terra Lago Community Development District (the "**District**" or "**Owner**") entered into a contract with [_____] ("**Principal**"), for construction services, a copy of which is attached hereto as **Exhibit "A"** (the "**Contract**"); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, "[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625"; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits "notes" and "other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state" as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that "[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section"; and

WHEREAS, [_____] ("**Guarantor**") desires to provide this instrument ("**Demand Note**") to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to $[_____] ("**Contract Price**"), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

C. Notwithstanding any provision in this Demand Note to the contrary, as it relates to this Demand Note and the Contract, Guarantor accepts all duties and obligations as a surety towards Principal and Owner under Florida law.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to use its best efforts to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. **If to District:** Terra Lago Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Guarantor:** [_____]

C. **If to Principal:** [_____]

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or

address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note 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 the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately and shall be recorded in the public records of Martin County in accordance with Section 255.05, Florida Statutes.

[END OF AGREEMENT – SIGNATURE PAGES INTENTIONALLY OMITTED]

EXHIBIT B

CONTRACTOR'S BID

EXHIBIT C

TECHNICAL SPECIFICATIONS AND GEOTECHNICAL REPORT(S)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART IV. TECHNICAL DOCUMENTS

Attachment 1:

TECHNICAL SPECIFICATIONS

SECTION 02700 - WELL CONSTRUCTION SEQUENCE

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section describes the sequence of work to complete the construction and testing of one Class I injection well IW1, one associated (dual-zone) deep monitor well DZMW1, and four Surficial aquifer water table monitor wells. The work sequence of all civil, mechanical, electrical and instrumentation is covered in other sections and in the Contract Drawings. Detailed descriptions of work items that are listed in this section are provided in other sections. All work shall be performed by the Contractor unless otherwise specified.

1.2 SUBMITTALS

A. Provide detailed construction schedule prior to the commencement of any site work.

B. Provide preconstruction video of site prior to mobilization and any site activity.

C. Provide proposed daily log form.

D. Provide completed daily log forms daily and scanned and compiled daily logs weekly.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL SEQUENCE

A. Provide all necessary submittals that are required prior to drilling startup; including submittals noted in the Contract and submittals required by permit.

B. Prepare site and mobilize equipment.

C. Install all necessary equipment and provisions to mitigate noise, lighting and vibration.

D. Install and sample water table pad monitor wells.

E. Set pit pipes (Contractor's Option).

F. Provide elevations of IW1 temporary containment pad and top of casings of pad wells (NAVD 1988).

G. Construct and test IW1. Refer to Part 3.2 in this section for a detailed work sequence. IW1 shall be constructed prior to DZMW1.

H. Construct and test DZMW1. Refer to Part 3.3 in this section for a detailed work sequence.

I. Perform short term injection test.

J. Complete wellheads, permanent concrete pads, piping, valves, electrical, instrumentation and all other appurtenances necessary to complete the injection well system.

K. Provide all post construction submittals including as-built drawings

L. Demobilize equipment and restore site.

M. The Contractor is advised that this is a test-injection well program and that the depths specified are approximate. Also, the sequence of testing such as coring, geophysical logging, and injection testing described in this outline may be changed in order of occurrence, or deleted, and additional testing may be required.

3.2 INJECTION WELL IW1 CONSTRUCTION SEQUENCE

A. Drill nominal 64-inch diameter borehole to approximately 150 feet below pad level (bpl). Collect drill cuttings every 10 feet. Conduct inclination surveys at 90-foot intervals. Perform caliper and gamma-ray logging upon completion.

B. Set and cement 54-inch O.D. steel conductor casing to approximately 150 feet bpl.

C. Drill nominal 12-inch diameter pilot hole from the base of the conductor casing to approximately 760 feet bpl. Collect drill cuttings every 10 feet. Conduct inclination surveys at 90-foot intervals. Perform caliper, gamma-ray and dual induction logging upon completion.

D. Ream nominal 54-inch diameter borehole from the base of the conductor casing to approximately 750 feet bpl. Conduct inclination surveys at 90-foot intervals. Perform caliper and gamma ray logging upon completion.

E. Set and cement 44-inch O.D. steel surface casing to approximately 750 feet bpl. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

F. Switch from mud-rotary to reverse-air drilling method.

G. Drill nominal 12-inch diameter pilot hole from the base of the surface casing to approximately 2,050 feet bpl. Collect drill cuttings every 10 feet. Collect water-quality samples at each drill-rod connection (every 45 feet or more frequent). Conduct inclination surveys at 90-foot intervals.

H. Perform suite of geophysical logs under static and dynamic conditions from base of surface casing to total depth.

I. Perform up to three (3) packer-pumping tests as directed by the Engineer.

J. Cement back the pilot hole to within approximately 150 feet of the base of the surface casing.

K. Ream nominal 44-inch diameter borehole from the base of the surface casing to approximately 2,000 feet bpl. Conduct inclination surveys at 90-foot intervals. Perform caliper logging upon completion.

L. Set and cement 34-inch O.D. steel intermediate casing to approximately 2,000 feet bpl. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

M. Drill nominal 12-inch diameter pilot hole from the base of the intermediate casing to approximately 3,300 feet bpl. Collect drill cuttings every 10 feet. Collect water-quality samples at each drill-rod connection. Collect up to six (6) rock cores during drilling. Conduct inclination surveys at 90-foot intervals to a depth of approximately 2,850 feet bpl.

N. Perform geophysical logging under static and dynamic conditions from the base of the intermediate casing to total depth.

O. Perform up to five (5) packer-pumping tests as directed by the Engineer.

P. Install a cement bridge plug near the top of the injection zone (approximately 2,850 feet bpl).

Q. Cement back the pilot hole from the bridge plug to within approximately 150 feet from the base of the intermediate casing.

R. Ream nominal 34-inch diameter borehole from the base of the intermediate casing to approximately 2,850 feet bpl. Conduct inclination surveys at 90-foot intervals.

S. Ream a nominal 22-inch borehole, centered at the base of the 34-inch diameter drilled hole to approximately 3,300 feet bpl. Perform caliper logging upon completion.

T. Set 24-inch O.D. steel final casing, equipped with an external cement packer near the base of the casing string, to approximately 2,850 feet bpl. Cement in place from the base of the final casing to approximately 500 feet bpl. Perform cement-top temperature logging after each stage of cement.

U. Perform hydrostatic pressure test of final casing.

V. Perform a cement bond log in the final casing. Perform downhole video survey from pad level to total depth.

W. Cement remaining 500 feet of the final casing. Perform cement-top temperature logging after each stage of cement (until cement is observed at pad level).

X. Install nominal 18-inch diameter (16.55-inch I.D.) FRP tubing with an external casing packer to approximately 2,840 feet bpl. Install corrosion inhibitor in annulus and provide a sufficient amount of corrosion inhibitor to fill annular pressure tank at surface. Set FRP tubing and packer using manufacturers recommended procedures.

Y. Develop the injection well and zone and collect final water sample.

Z. Conduct downhole video from pad level to total depth of open hole.

AA. Conduct a hydrostatic pressure test on the injection tubing by pressurizing the annular space.

BB. Conduct background temperature and gamma-ray logging and then conduct radioactive tracer survey (RTS).

3.3 DUAL ZONE MONITOR WELL DZMW1 CONSTRUCTION SEQUENCE

A. Drill a nominal 42-inch diameter borehole to approximately 150 feet bpl. Collect drill cuttings every 10 feet. Perform caliper and gamma ray logging upon completion.

B. Set and cement in place a 34-inch O.D. steel conductor to approximately 150 feet bpl.

C. Drill a nominal 34-inch diameter borehole from the base of the conductor casing to approximately 750 feet bpl. Collect drill cuttings every 10 feet. Conduct inclination surveys at 90-foot intervals. Perform caliper and gamma-ray logging upon completion.

D. Set and cement in place a 24-inch O.D. steel surface casing to approximately 750 feet bpl. Perform cement-top temperature logging after each stage of cementing (until cement is observed at pad level).

E. Switch from mud-rotary to reverse-air drilling method.

F. Drill a nominal 12-inch diameter pilot hole from the base of the surface casing to 2,000 feet bpl (no more than 50 feet below the anticipated base of the lower monitor zone). Collect drill cuttings every 10 feet, and collect pilot-hole WQ samples at each drill-rod connection (every 45 feet or more frequent). Conduct inclination surveys at 90-foot intervals.

G. Perform suite of geophysical logs under static and dynamic conditions from base of surface casing to total depth.

H. Perform up to four (4) packer pumping tests as directed by the Engineer.

I. Cement back the pilot hole to within 150 feet of the base of the surface casing (install gravel in anticipated upper and lower monitor zones).

J. Ream a nominal 24-inch diameter borehole from the base of the surface casing to approximately 1,650 feet bpl. Conduct inclination surveys at 90-foot intervals and perform caliper and gamma ray logging upon completion.

K. Set and cement in place a 16-inch O.D. steel upper-monitor-zone (UMZ) casing to approximately 1,650 feet bpl. Perform “cement-top” temperature logging after each stage of cementing (until cement is observed at pad level).

L. Drill out and completely remove cement plug inside 16-inch O.D. UMZ casing then drill a nominal 14-inch diameter borehole from the base of the UMZ casing to approximately 1950 feet bpl. Conduct inclination surveys at 90-foot intervals during reaming and perform caliper and gamma ray logging upon completion.

M. Install nominal 6.625-inch diameter (5.98-inch O.D.) FRP lower-monitor-zone (LMZ) tubing, equipped with a cement basket (or approved equal), to approximately 1,900 feet bpl. Perform a cement bond log inside tubing prior to cementing.

N. Cement LMZ tubing between the top of the LMZ and the base of the UMZ. Perform cement-top temperature logging after each stage of cementing. After physically tagging the top of cement at a depth between 25 feet and 40 feet below the base of the UMZ and prior to performing an additional cement stage, the Contractor shall remove the entire cement tubing string from the well. The cement tubing sections shall be re-measured and re-tallied in the presence of the Engineer prior to reinstalling the cement tubing string and completing cement stages to the base of the UMZ.

O. Set an inflatable packer to approximately 10 feet above the base of the LMZ tubing and perform hydrostatic pressure test at a minimum pressure of 50 psi.

P. Perform cement-bond log in LMZ tubing.

Q. Develop UMZ and LMZ and collect final water sample collection from each monitor zone.

R. Perform downhole video survey from pad level to base of LMZ.

3.4 FDEP APPROVALS DURING CONSTRUCTION

A. During the construction and testing of IW1 and DZMW1, FDEP approval is required prior to proceeding with stages of the Work as follows:

1. In IW1, prior to cementing back the pilot hole drilled to near the surface casing (step 3.2.J.), FDEP's approval of the intermediate casing setting depth is required.

2. In IW1, prior to cementing back the pilot hole from the cement bridge plug to near the base of the intermediate casing (step 3.2.Q.), FDEP's approval of the final casing setting depth and the injection tubing setting depth is required.

3. In DZMW1, prior to cementing back the pilot hole to near the surface casing (step 3.3.I.), FDEP's approval of the UMZ casing setting depth (top of upper monitor zone) and the LMZ tubing setting depth (top of lower monitor zone) is required.

4. FDEP's approval is required prior to injection testing (after mechanical integrity testing is performed). FDEP shall be provided adequate notification to witness mechanical integrity testing (i.e. pressure testing and RTS testing).

5. FDEP's approval is required prior to plugging and abandoning the water-table pad monitor wells.

B. No standby time shall be paid for any time awaiting FDEP approvals relating to the requirements of the FDEP UIC construction permit.

3.5 DAILY LOGS

A. The Contractor shall maintain a detailed daily log of the drilling and testing operations (those both on and off the rig) during the construction of the injection well and monitor well.

B. The daily log forms shall be approved by the Engineer prior to commencing work activities. A form shall be provided for each work shift.

C. A copy of each daily log shall be submitted to the Engineer (or Engineer's representative) on a daily basis. A scanned copy of the combined logs for each week shall be emailed to the Engineer each Monday by 12:00 (noon). The scanned copy shall be legible as determined by the Engineer. The scanned copy shall include all logs (for all work shifts) for the previous week. For purposes of the daily logs, a work week begins on Monday at7 a.m.

D. The daily logs shall provide a brief description of all formations encountered, footage and size of holes drilled, depths and sizes of all casings installed in the wells, fluid losses, material quantities used (including salt onsite and salt used in wells), complete record of drilling fluids and drilling fluid additives, water-level changes, cementing operations, repair time, names of work crew and other pertinent data as may be required by the Engineer.

E. The Contractor must maintain an accurate tally of all material that is inserted in the well. This includes, but not limited to, drill bits and bottom-hole assemblies, drill pipe, cement pipe, airline tubing, work pipe, pipe for packer testing, casings and tubings. The tallies shall include the length and diameters (inside and outside) and other dimensions of each section inserted and a cumulative length of the "string". The tally shall include the date the tally was generated. The Contractor shall provide a copy of each tally and any associated sketches or drawings to the onsite Engineer immediately after each "string" has been inserted.

F. In the event that DZMW1 construction and testing is performed concurrently with any work on IW1, two separate daily logs shall be maintained and submitted.

END OF SECTION

SECTION 02740 – DRILLING AND CORING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for drilling Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Submit list of all drilling additives intended for use on this project.

B. Submit site plan that includes location of drill rigs, cementer, cement silo, construction trailers, generators, MCC, electric sub-station (for electric rig), storage tanks, mud system, work crew parking, fencing, laydown area for casing and drill pipe, location of pad monitor wells, and ingress and egress. Site plan must be approved prior to mobilization.

C. Provide confirmatory written documentation from American Petroleum Institute (API) of proposed drill rig hook load capacity if requested by Engineer.

D. Submit details of circulation plan for closed-circulation system.

E. Submit details of certified temporary containment pad.

F. Submit proposed disposal site for cuttings and fluids. Contractor is responsible for obtaining approval from appropriate regulatory authorities.

G. Provide drilling data (geolograph data) upon completion of each borehole.

H. Submit details of inclination survey tool.

I. Provide sure-shot discs of every inclination survey performed. Contractor shall include the well identification, depth, date and time for each survey.

J. Provide proposed certified laboratory for analyzing pilot-hole water quality samples.

K. Provide proposed certified laboratory for analyzing core samples.

L. Submit detailed plans to mitigate the construction noise impacts and comply with the noise criteria specified herein, including the method of construction, the equipment to be used.

M. Submit vibration and sound compliance plan for approval prior to drilling activities.

N. Provide well completion reports for IW1 and DZMW1

O. Provide proof that survey of IW1 and DZMW1 has been recorded at the Martin County courthouse.

1.3 LOCAL GEOLOGIC CONDITIONS

A. It is anticipated that the boreholes will intersect beds of unconsolidated sand and shell and little limestone to a depth of approximately 150 feet below drilling pad level (bpl). Below this depth, clay and marl with varying amounts of sand, limestone and shell may be present to a depth of approximately 750 feet bpl. Below 750 feet bpl, permeable zones containing brackish water under artesian pressure and flowing conditions may be present. It is intended that the surface casings will case off the portion of the Hawthorn Group where squeezing clays are present. Interbedded layers of limestone and dolomite also are present and cavities may be encountered, with the possibility of associated lost-circulation and formation-caving problems.

B. Information regarding subsurface conditions is intended to assist the Contractor in preparing his proposal. The Owner or Engineer does not guarantee its accuracy or that it is necessarily indicative of conditions to be encountered in drilling the well.

C. It is the Contractor's responsibility to satisfy himself regarding all local conditions affecting his work by personal investigation and neither the information on local geology, nor that derived from maps or plans, nor from the Owner or his agents or employees shall act to relieve the Contractor of any responsibility hereunder or from fulfilling any and all terms and requirements of the Contract and Technical Specifications.

1.4 DEPTH REFERENCES

A. All depth references for the drilling and logging operations shall be made to a surveyed measurement point at the proposed well site that shall be referenced to NAVD (adjustment of 1988). The measurement point for the proposed injection well shall be professionally surveyed and certified (by a Florida-licensed Land Surveyor) prior to the onset of drilling activities.

B. A permanent concrete pad shall be constructed at the injection well and monitor well upon completion of the wells. The permanent concrete pads shall be constructed according to the attached plans and specifications. Upon completion of the pad, the well locations and elevations shall be surveyed and benchmarks shall be installed on the finished, reinforced concrete pad.

C. The Contractor shall provide an as-built survey of the injection well system upon completion of construction and testing of IW1 and DZMW1. The Contractor shall provide proof that the existence of IW1 and DZMW1 have been recorded on the surveyor's plan at the County courthouse.

PART 2 – PRODUCTS

2.1 DRILLING EQUIPMENT

A. All equipment shall be in good working condition and suitable for the proposed work. Prior to mobilization, a list of drilling equipment to be used on the project is to be submitted to the Engineer. The Contractor shall provide assurances that he has the proper equipment to adequately complete the project and overcome possible complications.

B. No unnecessary delays or work stoppages will be tolerated because of equipment failure. Equipment failure shall not be considered a valid reason for extending the length of the Contract. The Contractor shall be held responsible and payment may be withheld for damages to the well due to any cause of negligence, faulty operation, or equipment failure.

C. The Contractor shall provide and operate a drilling rig capable of handling 1.5 times the maximum static hook load capacity, as defined by the American Petroleum Institute (API), that will be placed upon the rig's drilling and supporting equipment. Confirmatory written documentation shall be provided by API upon request. If conditions develop in the field that prove the rig and supporting equipment that had been supplied by the Contractor are, in the opinion of the Engineer, incapable of completing a well(s) as specified, the Contractor shall be required to provide a more suitable rig with the necessary capacity at his own cost.

D. The OWNER shall reserve the right to inspect the equipment of each CONTRACTOR submitting a bid as a part of the evaluation of bids.

E. The CONTRACTOR shall provide all tools, bits, and all other necessary equipment for drilling. A portion of the drilling scope shall be performed under artesian aquifer conditions and the water level is above land surface. A rotating head assembly, that makes a watertight connection between the drill string and the construction wellhead shall be used at all times during drilling in the Floridan Aquifer.

F. Geolograph: The drilling rig(s) shall be equipped with a geolograph or an approved equal recording system capable of recording drilling time, depth and weight of the tool string. This information shall be recorded continuously by the Contractor and records or copies furnished to the Engineer upon completion of each borehole. The geolograph (or approved equal system) shall be fully functional before well drilling commences and shall continue to operate and record during all drilling, reaming, cementing, and runs into the well with drill bits or casing.

G. Drilling equipment shall be capable of performing mud rotary and reverse air drilling methods, in accordance with API Bulletin D-10, within the established time of construction.

H. All equipment shall be in accordance with local noise ordinances and OWNERS requirements for the applicable working hours. The CONTRACTOR shall be required to keep within noise requirements during all phases of the work. This shall include use of hospital-grade mufflers on equipment (as appropriate) to comply. Noise abatement shall require an acoustical sound barrier wall, electric drilling rigs, enclosures and other means to minimize noise. Noise control and compliance are the sole responsibility of the CONTRACTOR.

I. The CONTRACTOR shall plan and execute construction activities by methods to control vibration to prevent damage to surrounding foundations, structures, and buildings.

2.2 CONTAINMENT AND CIRCULATION SYSTEM

A. The Contractor shall provide a temporary containment pad installed for IW1 and DZMW1 in accordance with FDEP requirements. The Contractor shall construct a minimum one-

foot-high wall or curb to contain spills of water and drilling fluid (including a method to return them to the closed-circulation system). The Contractor shall submit complete construction details and design calculations including load requirements certified by a professional engineer licensed in the state of Florida and receive acceptance by the Engineer and FDEP, before beginning construction.

B. Drilling shall be accomplished using a close-circulation system designed and constructed so that under no conditions shall there be an overflow. The Contractor shall be required to take all necessary steps to prevent accidental spillages from occurring. Tanks for the circulation system shall be leak proof. The Contractor shall submit plans for the circulation system to the Engineer for approval. In no case shall a system capable of storing less than approximately 9,360 cubic feet (70,000 gallons) of fluids and cuttings be considered. Written approval from the Engineer shall be required before the Contractor is allowed to commence drilling.

PART 3 – EXECUTION

3.1 DRILLING

A. The conventional mud-rotary method shall be employed for all drilling through the setting of the surface casings for IW1 and DZMW1.

B. The Contractor shall provide high-yield, fine-grained sodium bentonite (manufactured by Baroid Industrial Drilling Products or approved equivalent) during mud rotary drilling operations meeting API Spec 13A. The CONTRACTOR shall provide all drilling fluid additives and lost circulation material, as required. Review drilling fluids and potential additives, itemize all products, and include the appropriate material safety data sheet (MSDS) to be used during the course of drilling operations. The CONTRACTOR shall submit these items to the ENGINEER before drilling operations commence.

C. The Contractor shall maintain complete control over drilling fluid characteristics during the entire operation of well construction. If proper control of the drilling fluid is not maintained, the CONTRACTOR may be required, at the CONTRACTOR's expense, to retain or employ an experienced, qualified mud ENGINEER on the job during all operations to supervise and maintain drilling fluid characteristics.

D. A good drilling mud-management program is essential to the proposed drilling program. Mechanical removal of solids from the drilling mud is necessary to reduce the build-up of a thick mud (over-balanced) and formation damage due to high mud invasion. As part of the solids control program, a mud cleaner (e.g., "shale shaker"), and de-silting/de-sanding cones shall be employed. Selection of appropriate screen cloth for the shale shaker shall be in accordance with API RP 13E.

E. Mud weights (lbs/gal) shall be maintained during mud rotary drilling with mud viscosity determined using a Marsh funnel. Field testing of water based drilling fluids shall conform to API RP 13B-1. Mud weight and viscosity shall be determined manually a minimum of 3 times daily and shall be recorded as part of the driller's daily log.

F. All additives shall be approved prior to use by the Engineer.

G. All drilling below the base of the surface casing shall be done by the reverse-air circulation method.

H. All discharge of drilling fluids and/or formation fluids shall be contained.

I. When pilot hole drilling is initiated within a casing or borehole of a larger diameter than the pilot hole drilling bit, the bit shall be centered in the casing or borehole using the reamed hole bottom hole assembly. The bottom hole assembly outer diameter shall be approximately equal to the existing casing or borehole. The centered lead hole shall have a minimum length of 5 feet.

J. During reaming operations inside any portion of a pilot hole not cemented, the Contractor must either incorporate the use of a lead bit or stinger and staged drilling assembly to facilitate the tracking of the uncemented pilot-hole interval or install a stabilizer assembly with fluted sides having the same nominal diameter as the reaming bit.

K. A closed-circulation system shall be used for the drilling fluids, employing suitable devices such as screens, shale shakers, and settling tanks to remove cuttings. There are no means of handling or disposing of drilling fluids on the site.

L. Anticipated borehole depths and diameters for the wells are depicted on the project drawings. Borehole diameters are considered nominal dimensions. The CONTRACTOR shall recommend the appropriate bit size for drilling the correct borehole diameter. Borehole depths provided in the specifications are estimates, only; actual depths may vary and shall be determined by the Engineer.

M. The Contractor shall anticipate that casing setting depths may be shallower than the total depth of the previously drilled pilot hole.

N. Boreholes shall be drilled and conditioned to permit geophysical logging and casing installation. The borehole shall be cleared of cuttings and stable to permit subsequent tasks to be completed without impairment. No additional payment will be made for re-drilling boreholes due to collapse or dredging of formation materials.

O. At any time a pilot hole is drilled within a casing or borehole of a larger diameter than the pilot hole bit, the pilot hole bit shall be centered in the casing or borehole using the reaming assembly. The reaming assembly outer diameter shall be approximately equal to the larger casing or larger borehole diameter. The centered lead hole shall have a minimum length of 5 feet.

P. All drilling fluid storage tanks shall be above ground. Dug mud pits shall not be permitted. Tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole.

3.2 ALIGNMENT REQUIREMENTS

A. A priority requirement of these Specifications is the drilling of straight holes. The Contractor shall be required to perform the schedule of surveys as specified in this section. To ensure that the casing can be set to the required depths and properly cemented, all the holes shall be drilled so that they are straight. Hole straightness, which

will permit setting of the casing to the required depths and providing sufficient annular space for proper cementing and providing positive documentable assurance that the pilot hole has been wiped out by the reaming operations, shall not be sacrificed for drilling speed or any other reason.

B. During all drilling of IW1 and DZMW1, the Contractor shall perform inclination surveys at intervals no greater than 90 feet as the drilling and reaming progresses. These surveys shall be performed using a wire-line instrument equipped with an inclination unit having a range between 0 and 1.5 degrees of inclination from the vertical and the survey record shall be capable of being read to the nearest one tenth of one degree.

C. All holes for IW1 and DZMW1 shall be round, straight, and true to line. No dog-legs or departures from a straight line shall be permitted which will interfere or prevent casings from being set to their required depths.

D. The maximum allowable inclination from the vertical at any portion of a hole or survey point shall be one (1) degree; the maximum allowable difference between any two successive survey points shall be 0.5 degree. Any deviation greater than one (1) degree, or difference greater than 0.5 degree (30 minutes) between two surveys, shall be corrected by the Contractor at his own expense.

E. Should the inclination surveys or the results of the drilling of any of the pilot and/or reamed holes indicate that conditions have been or are being created that would prevent the casings from being set to their prescribed depths and properly cemented or prevent the well from being properly and successfully completed, the Contractor shall take steps to straighten the hole or correct the drift or deviation at his own expense so that casing can be installed to the prescribed depths and allow for proper cementing.

F. The equipment shall be kept on the job at all times. The costs for surveys described in this section include those required to diagnose a problem and demonstrate the effectiveness of any remedial work or demonstrate that no problem has occurred.

G. Inclination surveys shall be performed at intervals no greater than 90 feet during all drilling events (including pilot-hole, reamed-hole and borehole drilling) above 2,850 feet bpl for both IW1 and DZMW1. Each survey shall be performed after the hole intercepts the 90-foot interval survey depth with the least amount of over-drill as possible. Holes shall not be drilled more than 45 feet beyond each 90-foot interval survey depth prior to performing the survey, unless otherwise approved by the Engineer.

H. During the drilling operations, the Contractor shall review the results of each survey and then submit the survey to the Engineer (or Engineer's Representative) on the site. The Contractor should have a qualified crew member, proficient in the interpretation of the raw data, to review the results. In the event the survey data indicates hole drift or departure in excess of the specified limits, the Contractor shall take the following steps:

    1. Run additional surveys to demonstrate that the hole is within the specified limits.

    2. If the instrument is indicating that the hole is not meeting the specified limits, then the Contractor shall re-ream the hole and repeat the survey. This process shall be repeated, or other actions taken by the Contractor to meet the specified limits.

I. If the Contractor feels that the instrument is in error, it shall be his responsibility to obtain a new instrument to confirm the survey data. If a new instrument requires 24 hours or less to be shipped to the site, the Contractor may, with the Engineer's approval, continue the drilling operation. However, this does not relieve the Contractor of his responsibility of maintaining the hole within the specified limits. The Contractor shall bear all the costs of repeated surveys, re-reaming the hole, or other steps required to meet the specified limits. No standby time will be paid for time spent during these procedures.

J. At any time during construction, the Engineer may require the Contractor to demonstrate the accuracy of the survey tool. This may include placing the tool at a specified and measured angle from vertical (between 1 and 1.5 degrees), and then “shooting” a survey.

3.3 FORMATION SAMPLES

A. One (1) set of representative formation samples shall be collected by the CONTRACTOR from surface to the total depth of the well. Samples shall be taken every 10 feet and each change in formation or material type. The method must yield samples that are representative of the actual depth to which drilling has progressed.

B. Each sample shall be approximately 8 ounces and be placed in a cotton, soil sample bag, Hubco or equivalent, or as approved by the Engineer. Each sample shall be labeled with the date, well identification, and depth from which the sample was taken clearly marked on the container in indelible ink. The CONTRACTOR shall store and protect the samples from damage or disturbance until they have been released to and accepted by the Engineer.

C. Upon completion of drilling and upon authorization by the Engineer, the Contractor shall forward one set of samples to the Florida Bureau of Geology in Tallahassee, Florida (3915 Commonwealth Boulevard, Tallahassee, FL 32399) along with any appropriate well completion reports. If sample storage becomes a problem on the site, samples may be forwarded to the Florida Bureau of Geology as the work progresses with the approval of the Engineer.

3.4 REVERSE-AIR DISCHARGE WATER SAMPLES

A. The Contractor shall supply new 500 ml HDPE sample bottles and appropriate laboratory sample containers for water sampling. The Contractor shall collect water samples at each drill-rod connection (no more than 45-foot intervals) to the top of the injection zone unless directed otherwise by the Engineer.

B. The sample containers shall be plainly marked with the well identification and shall show the depth, date, time and sample temperature (when the sample was taken) from which (and when) they were taken.

C. The Contractor shall collect reverse-air circulation water samples for field water-quality analysis of conductivity and temperature and for laboratory analysis of chloride, TKN and ammonia.

D. Appropriate sample containers for TKN, ammonia and chloride analysis shall be used, and the samples shall be immediately refrigerated or placed on ice until received by the laboratory.

E. The Contractor shall refer to Section 2700 and 02785 for additional requirements for sampling, handling and analyzing samples.

3.5 CORE COLLECTION AND TESTING

A. Cores shall be taken during the drilling of the 12-inch diameter pilot hole at discrete depths. Four-inch diameter cores, at least 10 feet long, shall be collected at depths designated by the Engineer.

B. The approximate number of cores estimated for this project is provided in Section 2700.

C. A minimum 10-foot-long barrel is to be used as manufactured by the Christensen Diamond Products Company or approved equal.

D. Cores must be a minimum of 36 inches in length with one piece at least 6 inches in length to be considered an acceptable core. Cores that do not meet these criteria will not be accepted and the Contractor will not be paid for such core.

E. The collecting of cores shall be observed by technicians from the manufacturer of the coring tool unless the Contractor can demonstrate previous experience.

F. Coring points shall be determined from information derived during drilling operations and as directed by the Engineer. All cores shall be stored in wooden boxes with lids, marked with the appropriate well designation, and the depth from which they are taken. Tops and bottoms of the cores are to be marked as directed by the Engineer.

G. After collection, boxing, and labeling, each core shall be furnished to the Engineer. The Contractor shall anticipate that the Engineer will select up to three representative sections of each core on which the Contractor shall have laboratory analyses performed to determine vertical and horizontal hydraulic conductivity, porosity and specific gravity.

H. The Contractor shall submit the name of the laboratory for approval to the Engineer before analyses. After the core-sample analytical results are received, the remaining cores shall be shipped to Florida Geological Survey.

3.6 ABANDONMENT OF WELL BY CONTRACTOR

A. Any hole in which the Contractor voluntarily stops work, and/or fails to complete in a satisfactory manner, in accordance with the regulations and/or Specifications and approved changes, shall be considered as abandoned by him.

B. If the Owner declares the hole abandoned by the Contractor, then no payment will be made for the abandoned hole. All abandoned holes shall be properly plugged and sealed by the Contractor at his own cost in accordance with Federal, State, and local regulations.

C. All salvageable material furnished by the Contractor may be removed and remain his property. Casings may be removed only with the permission and approval of the Engineer.

D. The Contractor shall submit a written plan of action for plugging and abandonment to the Owner and the Engineer. Written approval from the Owner shall be required before the Contractor is allowed to proceed.

END OF SECTION

SECTION 02745 – WELL CASING AND TUBING

PART 1 – GENERAL

1.1 SCOPE OF WORK

This section covers the work, materials, and equipment necessary for furnishing and installing casing in Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide casing mill certificates for all steel and stainless-steel casing. Provide manufacture's product data and specifications for all FRP tubing.

B. Provide manufacturer's specification and product data for centralizers.

C. Provide inventory of all casing and tubing stored onsite and any approved storage area. Provide separate tallies for each casing to be installed in the wells.

D. Provide list of welders the Contractor proposes to use during drilling construction and the type of welding for which each has been qualified, along with current certification documents for each welder listed.

E. Provide proposed design of "dummy" tool to verify roundness of 20-inch diameter final casing.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

A. All casings and tubings shall be new, unused and in good physical condition. Warped or damaged casing shall be rejected. The casing and tubing shall be clean and free of paint, oil, rust, scale, slag, and other material detrimental to welds and cement bonds. Casing that will not yield an acceptable cement bond as determined by the Engineer shall be sandblasted (SSPC – SP-7 Finish) at the Contractor's expense.

B. The Contractor may propose to the Engineer the use of thicker-walled and/or well casing of a higher grade. The Contractor may also propose the use of larger diameter casing strings. Approval of such strings by the Engineer is contingent upon approval by FDEP.

C. The Contract provides an estimate of the amount of casing. The OWNER or the Engineer shall determine actual lengths based on drilling results.

D. Casing mill certificates shall be submitted to the Engineer by the CONTRACTOR prior to delivery of the casing to the site for approval. Casing will not be approved for installation without mill certification submittal and approval by the Engineer. Heat numbers on casing joints shall be readily visible and legible or the casing will not be accepted by the ENGINEER.

E. All steel and stainless-steel casing sections shall be welded by certified welders. The Contractor shall provide proof of welder's certifications to the Engineer 72 hours before

any welding operations commence. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.

F. The CONTRACTOR shall provide the Engineer with an inventory of all casing delivered to the site and maintain a tally during installation. The tally shall include the length of each section, weight of each joint, cumulative string weight, order of installation of casing sections, and locations of centralizers.

G. Throughout each casing installation, the Contractor shall provide to the Engineer the suspended casing string weight using the drill rig weight indicator.

2.2 IW1 CASING AND TUBING

A. Pit Casing: The Contractor may install a pit casing with an inside diameter sufficient to accommodate a nominal 64-inch diameter borehole. The material, length and method of installation shall be at the Contractor's option subject to approval by the Engineer.

B. Conductor Casing: The conductor casing shall be 54-inch outside diameter, 0.500-inch wall thickness, beveled end and shall conform to either API 5L-B, ASTM A53-B or Spiral Weld A139 Grade B standards.

C. Surface Casing: The surface casing shall be 44-inch outside diameter, 0.500-inch wall thickness, beveled end and shall conform to either API 5L Grade B, ASTM A53 Grade B or Spiral Weld A139 Grade B standards.

D. Intermediate Casing: The intermediate casing shall be 34-inch outside diameter, 0.375-inch wall thickness, beveled end and shall conform to either API 5L Grade B, ASTM A53 Grade B or Spiral Weld A139 Grade B standards.

E. Final Casing: The final casing shall be 24-inch outside diameter, 0.500-inch wall thickness, beveled end and shall conform to either API 5L Grade B or ASTM A53 Grade B standards.

1. Each final casing section shall either be seamless or joined with a single continuous longitudinal welded seam. The casing section shall **not** be joined with a spiral weld.

2. Any exposed final casing below the injection tubing shall be coated internally. The coating shall be approved by the Engineer prior to application.

F. Injection Tubing: The injection tubing shall be nominal size of 18 inches (16.55-inch I.D., -inch coupling O.D.), Red Box 1250 FRP tubing as manufactured by Future Pipe Industries, or an approved equal.

1. The uppermost tubing section which extends above pad level, as shown on the drawings, shall be Schedule 40S, Duplex 2205 pipe, conforming to ASTM A312.

2.3 DZMW1 CASING AND TUBING

A. Pit Casing: The Contractor may install a pit casing with an inside diameter sufficient to accommodate a minimum 42-inch diameter borehole. The material, length and method of installation shall be at the Contractor's option subject to approval by the Engineer.

B. Conductor Casing: The conductor casing shall be 34-inch outside diameter, 0.375-inch wall thickness, beveled end and shall conform to either API 5L-B, ASTM A53-B or Spiral Weld A139 Grade B standards.

C. Surface Casing: The surface casing shall be 24-inch outside diameter, 0.375-inch wall thickness, beveled end and shall conform to either API 5L-B, ASTM A53-B or Spiral Weld A139 Grade B standards.

D. Upper Monitor Zone (UMZ) Casing: The UMZ casing shall be 16-inch outside diameter, 0.500-inch wall thickness, beveled end and shall conform to either API 5L-B, ASTM A53-B or Spiral Weld A139 Grade B standards.

1. The uppermost casing section which extends above pad level, as shown on the drawings, shall be Schedule 40S or higher, Type 316L, conforming to ASTM A312 with an inside diameter of 15.00 inches.

E. Lower Monitor Zone (LMZ) Tubing: The LMZ tubing shall be nominal size 6.625-inch diameter (5.43-inch I.D., 5.98-O.D., 8.55-inch coupling O.D.), Red Box 1250 FRP tubing as manufactured by Future Pipe Industries.

1. The portion of the FRP tubing that will be cemented in place shall have a "rough coat" (sand-impregnated) finish.

2. The uppermost tubing section which extends above pad level, as shown on the drawings, shall be Schedule 40S or higher, Type 316L, conforming to ASTM A312 with an inside diameter of 5.43 inches.

2.4 CENTERING GUIDES

A. All steel casings for IW1 and DZMW1 shall be fitted with centralizers as approved by the Engineer.

B. Centralizer material shall be steel when attached to carbon steel, and stainless steel when attached to stainless steel. The centralizers shall have a minimum thickness that equals the casing being centralized. Centralizers shall be welded.

C. Centralizers shall have a minimum width of 2 inches and extend outward from the casing a minimum of 3 inches.

D. The cemented portion of the LMZ tubing shall be furnished with Halliburton-type centralizers or with centralizers as manufactured by Kwik-Zip (or appoved equal).

E. Centralizers shall be placed at 0, 90, 180, and 270 degrees around the casing/tubing at each position. The centralizers shall be located as follows:

1. One set within 20 feet above the bottom end of the casing.

2. Three sets spaced at 40-foot intervals above the bottom centralizer, and additional sets located at approximate intervals of 200 feet thereafter;

3. The top most centralizer set at a depth of 20 feet below pad level.

4. All centralizers shall be in precise vertical alignment, one above the other, to allow for the installation of tremie pipe in the annulus.

PART 3 – EXECUTION

3.1 GENERAL

A. Casings shall be installed as described in the specifications and drawings. Actual casing depths shall be determined by the Engineer.

B. Casing failure by any means, including but not limited to: any collapse, breakage, separation, dents, tears or rips during construction that in any way impairs the use of the well in the opinion of the Engineer, shall be repaired or replaced at the CONTRACTOR's sole expense.

C. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength to the casing itself.

D. All steel and stainless-steel casings shall have machine cut beveled ends. Beveled ends for butt welding shall conform to ASME B16.25.

E. Casing strings shall be straight and true of alignment to the satisfaction of the Engineer. The casing shall be suspended in tension from the surface. The casings shall be lowered into the borehole open-ended and the weight of the casing shall be supported by the drilling rig.

3.2 WELDING

A. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1. All field joints shall be welded during installation by qualified welders in accordance with the requirements of AWWA C206.

B. All welders and welding operators shall be qualified by a qualified testing laboratory before performing any welding under this section. Qualification tests shall be in accordance with Section IX, Article III of the ASME Boiler and Pressure Vessel Code. Welders and operators shall be qualified for making groove welds in carbon steel pipe in position 6G for each welding process to be used.

C. All welded casing joints shall be made by Florida certified welders. Proof of welder's certification shall be provided prior to any welding performed.

D. Surface Preparation: Any surface defects that shall affect the weld shall be chipped or ground out.

E. There shall be a minimum of three (3) weld passes for each casing section. A power-driven wire brush shall be used to thoroughly clean each layer of weld, including the final pass.

F. Cooling Time: Welded joints shall be allowed to cool for 30 minutes before the weld is placed in contact with water or until the welded joint reaches a temperature equal to or less than 400 degrees Fahrenheit.

3.3 IW1 FINAL CASING ROUNDNESS

A. The roundness of each 24-inch O.D. Final Casing section for IW1 shall be verified prior to installation.

B. The Contractor shall pass through each section a “dummy” tool with a minimum diameter of 18 inches. The Contractor shall provide design of tool for Engineer’s approval.

C. The dummy tool shall pass freely through each section of casing to be installed in IW1.

D. If the “dummy” fails to pass freely through a casing section, the section may not be installed in IW1.

E. Contractor may pre-check roundness of casing at any time prior to installation, but the final check shall be performed immediately prior to installation into IW1.

END OF SECTION

SECTION 02750 – BOREHOLE AND ANNULAR GROUTING

PART 1 – GENERAL

1.1 SCOPE OF WORK

This section covers the work, materials, and equipment necessary for furnishing and installing grout for Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide data on all proposed additives and manufacturer's specifications.

B. Provide bulk cement units weight tickets for verification of cement quantities pumped.

C. During cementing, provide cement slurry weight, amount pumped and rate of pumping. Provide samples from each cement stage. The cement samples shall be submitted to the Engineer as soon as they are available.

D. Provide cement packer details to cement IW1 injection tubing in place.

E. Provide details of bridge plug to cement back the pilot hole in IW1.

F. Provide details of cement packer to cement the LMZ tubing in DZMW1.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

A. The CONTRACTOR shall furnish and install all grout and additives as specified.

B. Cement and dry additives shall be delivered to the site in their dry state and mixed with water on site. “Ready-mix”, cement mixed with water prior to delivery to the site shall not be accepted for annular grouting.

2.2 PORTLAND CEMENT

Cement grout shall be API class B Portland cement and conform to ASTM C150, Type II standards.

2.3 BENTONITE

A. Bentonite furnished for cementing shall be raw bentonite and thoroughly mixed at the ratio specified. Bentonite-cement mix ratio shall not exceed applicable regulations for cement grout.

PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR is solely responsible for the successful execution of grouting. Annular grout shall be in conformance with the specifications and all applicable local and state regulations.

B. The CONTRACTOR is solely responsible for defects in the grout or grouted interval. The CONTRACTOR shall take all precautions to protect the casing from collapse or damage during grouting. Any defects in the grout job or casing damage resulting from grouting shall be corrected by the CONTRACTOR at his own expense.

C. The CONTRACTOR shall provide appropriate notice, as determined by the Engineer, prior to each stage of cementing of the well to enable the Engineer to observe all cementing operations.

D. All cement blends shall be approved by the Engineer in advance of placement, and the Contractor shall make provisions to pump more or less cement during specific stages as directed by the Engineer.

E. Neat cement only shall be used to cement the bottom 100 feet of the all casing strings in IW1 and DZMW1 (in a ratio of approximately 6 gallons of water per 94-pound sack).

F. For all other cement stages when cementing casing strings, bentonite may be used as an additive up to 6 percent by weight.

G. In lost circulation zones, Flocele and/or gilsonite may be used as necessary and as approved by the Engineer. The Engineer will consider the use of gravel in discreet intervals if repeated cement stages resulted in no cement lift. Gravel material shall be 1/4 to 3/8-inch in diameter, well sorted, and free of deleterious material.

H. Cement with 12-percent bentonite by weight may be used for cementing pilot holes.

I. The Contractor shall provide a pressurized mud scale for manual measurements.

3.2 GROUTING

A. Cementing shall be performed in stages. During all stages of cementing, the Contractor shall pump a pre-flush or spacer. Cement shall be placed in such a manner that no voids shall exist between the outer well casing and formation.

B. It is the Contractor's responsibility to ensure that these operations are conducted in such a manner that the casing collapse and burst strengths (with safety factor) are not exceeded and the casings are not caused to fail. Cement shall be pumped or emplaced so that excessive pressures shall not result and affect the bond between casing and cement.

C. Cementing procedures shall be continuous for each stage after cementing begins. If loss of circulation or no return of cement is encountered, the Engineer shall be notified

immediately of what remedial measures are underway to re-establish the circulation and complete the cementing program according to well design and specifications.

D. The Contractor shall submit cement-mix designs to the Engineer for approval, including technical specifications for the pre-flush and the cementing procedures with calculations, at least 6 hours prior to the commencement of cementing operations for each stage of each casing or tubing string. All cement blends shall be approved by the Engineer in advance of placement, and the Contractor shall, upon request by the Engineer, make provisions to pump more or less cement during specific stages as directed by the Engineer. The Contractor also shall submit to the Engineer cement records (a mill test report) for each type of cement mixture to be emplaced; the mill test report shall contain the cement slurry density, the results of chemical analysis of the cement sample and results of compressive strength tests and shall be submitted to the Engineer at least 72 hours before the beginning of cementing operations.

E. During cementing the Contractor shall provide cement slurry weight data for each grouting stage. A fixed, safe, accessible location to collect samples must be provided to the satisfaction of the Engineer. Samples of the cement slurry shall be collected, weighed and recorded. The correct mix ratios shall be maintained. If performed in batches, provide slurry weight and collect sample for each batch mixed. If performed in continuous mixing, provide slurry weights and collect samples at the beginning, middle, and end of pumping for each grouting stage. Cement samples shall include at least three, 2-inch cubes of each blend from each cement stage. The cement samples shall be submitted to the Engineer as soon as they are available.

F. During cementing the Contractor shall provide and utilize a calibrated barrel counter to measure cement volumes installed.

G. After each stage of cementing (except when returns are observed at pad level), and before the next stage, the Contractor shall conduct a temperature log, and then shall tag the top of the cement with a collarless tremie pipe. The log shall be run at the appropriate time interval after completion of pumping, as per cementing company (industry standard) recommendations.

H. For the casing cementing operations, the first stage of cementing on each casing (except the LMZ Tubing in DZMW1 and Injection Tubing in IW1) shall be performed in a manner consistent with the American Water Works Association (AWWA) Standard for Water Wells (AWWA A100), Section B.4 (or the most recent revision) by the Interior Method - Without Plug.

I. The Contractor shall wait for cement to cure for a minimum of 12 hours after the completion of each pressure-grout cementing operation before conducting a second cementing event on the same casing.

J. The Contractor shall perform cement-top temperature logs during cementing operations as required in Sections 02700 and 02755.

K. After the initial pressure-grout stage, the annular space outside of well casings shall be cemented in a manner consistent with the AWWA Standard for Water Wells (AWWA A100), Section B.3 (or the most recent revision) by the Positive Placement-Exterior Method.

L. After cementing casings except the final casing string, a minimum period of 12 hours shall elapse before drilling or any other work in the well resumes. After cementing the final casing string, a minimum period of 24 hours shall elapse before drilling or any other work in the well resumes. No standby time shall accumulate during this time period.

M. Conditions for gravel placement: Contractor shall provide cement plans to Engineer for approval for each stage of cement. Cement plans shall include theoretical cement lifts based on XY caliper logging results. After performing a specific cement stage, cement-top temperature logging and a physical tag shall be performed, consistent with contract conditions. If the physical tag and cement-top temperature log show an actual cement lift less than 10% of the theoretical cement lift, the Contactor shall perform another cement stage. If the subsequent cement stage indicates an actual cement lift of less than 10% compared to the theoretical cement lift, the Contractor may request to install gravel. The size and material of the gravel shall be approved by the Engineer prior to placement. The Contractor may install the approved gravel by the tremmie method. The amount of gravel shall be approved by the Engineer but shall not exceed a total of 20 contiguous vertical linear feet. After the approved amount of gravel is installed, measured in vertical feet, the Contractor shall resume with cement stages. The Contractor may again request the placement of additional gravel after two successive cement stages resulting in cement lifts less than 10% of theoretical.

3.3 PILOT HOLE BRIDGE PLUG

A. The Contractor shall install a bridge plug in the pilot hole completed below the IW1 34-inch O.D. intermediate casing. The Engineer will provide the Contractor the depth to set the plug. The Contractor will have an opportunity to evaluate the setting depth with the Engineer prior to placement.

B. The design and materials used for the bridge plug shall be provided for Engineer's approval prior to placement. The Contractor also shall provide the proposed procedure for installing and setting.

C. The design and setting of the plug shall allow the Contractor to cement back the pilot hole above the plug. The material of the plug shall allow the Contractor to drill out the plug during the reaming process.

END OF SECTION

SECTION 02755 – BOREHOLE GEOPHYSICAL AND VIDEO LOGGING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing geophysical and downhole video logging in Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide name of survey company the Contractor proposes to use that specializes in downhole geophysical logging activities in deep well environments.

B. If the Contractor does not propose to use a subcontractor, provide a list of loggers the Contractor proposes to use during the project and resumes detailing years of applicable logging experience and qualifications for performing logging operations.

C. Provide all geophysical logs as follows:

1. Provide Log ASCII Standard (LAS) format for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

2. Provide Portable File (PDF) format for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

3. Provide two (2) paper copies for each log performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

4. Provide two (2) USB flash drives for each video survey performed immediately following logging activities and prior to commencing subsequent work activities including drilling and casing installation.

5. Provide PDF and two (2) paper copies of merged cement-top temperature logs within 24 hours following cementing operations and prior to commencing subsequent work activities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. The ENGINEER shall be given 12 hours' notice of the time when the survey will be run to witness the performance of the survey.

B. The Contractor shall employ the services of a qualified, experienced and approved geophysical surveying company specializing in the operation of downhole geophysical equipment in deep well environments.

C. Geophysical logging shall be performed following drilling and borehole preparation. Borehole preparation shall include but not be limited to: i) continuation of drilling fluid circulation until drill cuttings have been removed from the borehole and the fluid is uniform in the borehole; or ii) reverse air pumping until the discharge water is free of cuttings and suspended sediment.

D. The logging intervals shall be the total length of the borehole and a minimum of fifty (50) feet within casing unless otherwise directed by ENGINEER. Each log must be run in a continuous fashion to be acceptable.

E. The Contractor shall clean the hole and rerun logs if they fail to survey within five (5) feet of the bottom of the hole, as measured by the drill bit and pipe tally.

F. Each log shall be recorded using a depth measurement that is accurate to within 0.1 foot. Each log shall be submitted with three scales of 1 inch representing 100 feet; 1 inch representing 50 feet; and 1 inch representing 20 feet.

G. Each log shall include a repeat section of not less than 50 feet. The Contractor shall select the section that will best demonstrate the logging tool can repeat the log. The Engineer reserves the right to require an additional repeat section of any 50-foot borehole interval.

H. The Engineer reserves the right to specify up/down hole logging speeds of surveys, but speeds shall not exceed 30 feet per minute.

3.2 DYNAMIC LOGGING

A. The CONTRACTOR shall furnish and operate the pumping equipment and appurtenances necessary to perform the dynamic logs. The Contractor shall anticipate the need to install a submersible pump to achieve the minimum pumping rates.

B. The Contractor shall perform dynamic logging at a minimum pumping rate of 350 gpm or with a minimum water level drawdown in the well of 50 feet.

C. The Contractor shall maintain the required pumping rate for a minimum of 20 minutes prior to initiating dynamic logging. The Contractor shall maintain the pumping rate throughout the logging event.

D. The Contractor shall ensure adequate storage space is available to contain the purge water during logging. Logging activities will not be sacrificed due to the Contractor’s inability to contain the purge water.

3.3 CALIPER LOGGING PRIOR TO CASING INSTALLATION

A. Caliper logging shall be performed in the reamed hole prior to installing casing. Casing installation shall be initiated with minimum delay following caliper logging and within 24 hours from completion of logging.

B. If a caliper survey shows the hole to be less than the specified diameter at any location, the hole shall be re-reamed and re-logged at the Contractor's cost.

3.4 CEMENT-TOP TEMPERATURE AND CEMENT BOND LOGGING

A. After each stage of cement where a minimum of twenty (20) barrels of cement were pumped, the Contractor shall perform a temperature log.

B. The temperature log shall be performed between eight (8) hours and twenty-four (24) hours after the cement stage is complete.

C. The logger, qualified in interpreting cement-top temperature logs, shall provide the approximate top of cement based on the logging results. The Contractor shall then physically tag the top of cement with tremie pipe and immediately report the tag depth to the Engineer.

D. If the estimated top of cement from the temperature log and the physical tag depth are significantly different, as determined by the Engineer, the Contractor shall propose a plan to confirm the top of cement depth for the Engineer's approval. The Engineer reserves the right to require the Contractor, at his expense, to remove the tremie pipe from the casing annulus to verify that the pipe tally is accurate.

E. Cement-top temperature logs are not required after cement stages where cement returns are observed at pad level. A temperature log is not required after the cement stage in IW1 where the top of cement is approximately 500 feet from pad level and a cement-bond log is performed.

3.5 VIDEO SURVEYS

A. Downhole video surveys shall be performed as indicated in the geophysical logging schedule provided in this section.

B. It is the Contractor's responsibility to ensure that the well column and borehole fluid is of sufficient clarity (as determined by the Engineer) to allow each video survey to be conducted. The means and methods of obtaining a clear television image of the pilot-hole section are at the discretion of the Contractor, subject to good construction practices and existing regulations. The Contractor shall anticipate and allocate a sufficient period of time to achieve the water clarity necessary to obtain a video survey.

C. Alternative methods of imaging the pilot-hole section may be proposed for Engineer's approval. This may include a borehole televiewer.

D. The video camera shall be color and capable of 360-degree movement; be controlled by the logging technician; be independent of the camera body; have side-view and focus capability.

E. The video camera shall be centralized in the borehole. The centralizers shall self-adjust to different casing and hole sizes as necessary.

F. The video shall continuously display the depth referenced from pad level.

G. The video camera shall be lowered at a rate specified by the Engineer. It is anticipated that a logging rate of between 20 and 25 feet per minute will meet this requirement. The Contractor shall anticipate that the Engineer may require viewing multiple intervals of the borehole (or cased hole) using the side-view lens.

3.6 GEOPHYSICAL LOGGING SCHEDULE

A. The following geophysical and video logs shall be performed in IW1 (next page)

IW1 Logging Phase	Total Logged Depth (ft bpl)	Logging Performed in IW1
64-inch reamed hole prior to setting 54-inch conductor casing	150	XY Caliper, Gamma-ray
Pilot hole from base of conductor casing to approximate setting depth of surface casing	750	XY Caliper, Gamma-ray, Dual Induction
54-inch reamed hole to setting 44-inch surface casing	750	XY Caliper, Gamma-ray
During cementing of 44-inch surface casing	750	Cement-top Temperature
Pilot hole from base of surface casing to approximate setting depth of intermediate casing	2,050	**Static Logs**: XY Caliper, Gamma-ray, Dual Induction, Borehole Compensated Sonic (VDL), Temperature, Fluid Conductivity, Flowmeter, Video or Borehole Televiewer, log-derived TDS **Dynamic Logs**: Temperature, Fluid Resistivity, Flowmeter
44-inch reamed hole prior to setting 34-inch intermediate casing	2,000	XY Caliper, Gamma-ray
During cementing of 34-inch intermediate casing	2,000	Cement-top Temperature
Pilot hole from intermediate casing through injection zone	3,300	**Static Logs**: XY Caliper, Gamma-ray, Dual Induction, Borehole Compensated Sonic (VDL), Temperature, Fluid Conductivity, Flowmeter, TV Survey or Borehole Televiewer, log-derived TDS **Dynamic Logs**: Temperature, Fluid Resistivity, Flowmeter
After reaming 34-inch borehole to final casing setting depth (top of injection zone) and reaming 22-inch borehole to total open hole depth	3,300	XY Caliper, Gamma-ray
During cementing of 24-inch final casing	2,850	Cement-top Temperature
After cementing 24-inch final casing	2,850	Video, Cement-Bond, Pressure Test
After installing FRP injection tubing	2,840	**MIT Program**: Video, Pressure Test, Background Gamma-ray, Background Temperature, Radioactive Tracer Survey.

B. The following geophysical and video logs shall be performed in DZMW1

DZMW1 Logging Phase	Total Logged Depth (ft bpl)	Logging Performed in DZMW1
42-inch borehole prior to setting 34-inch conductor casing	150	XY Caliper, Gamma-ray
34-inch borehole prior to setting 24-inch surface casing	750	XY Caliper, Gamma-ray
During cementing of 24-inch surface casing	750	Cement-top Temperature
Pilot hole from base of surface casing to no more than 50 feet below the base of the lower monitor zone	2,000	**Static Logs**: XY Caliper, Gamma-ray, Dual Induction, Borehole Compensated Sonic (VDL), Temperature, Fluid Resistivity, Flowmeter, Video or Borehole Televiewer, log-derived TDS
		Dynamic Logs: Temperature, Fluid Resistivity, Flowmeter
24-inch reamed hole prior to setting 16-inch UMZ casing	1,650	XY Caliper, Gamma-ray
During cementing of 16-inch UMZ casing	1,650	Cement-top Temperature
14-inch borehole (to base of lower monitor zone) prior to setting LMZ tubing	1,950	XY Caliper, Gamma-ray
After installation of LMZ tubing but prior to cementing	1,950	Pre-Cement (Background) Cement Bond
During cementing of LMZ tubing	1,950	Cement-top Temperature
After cementing LMZ tubing	1,950	Video (entire tubing and open hole), Cement-bond (cemented portion and 100 feet above)

END OF SECTION

SECTION 02760 – INFLATABLE PACKER TESTING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing inflatable packer testing in Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide calibration certificates of flowmeters for use during testing. Meters shall have been performed within six (6) months from the time of each test. The Contractor shall assume that multiple meters will be necessary to accurately measure the rates from the different tests.

B. Provide diagram of proposed packer assemblies for both single packer and straddle-packer testing. The diagram shall include the diameters with the assembly deflated and the maximum diameters with the assembly safely inflated. The diagram also shall include the minimum length between the centerlines of the straddle packer assembly.

C. Provide specifications of the pressure/water-level transducers to be used for both inside and outside the drill string. The manufacturer, model number, and pressure rating of the transducers shall be included.

D. Provide all data from transducers from each test in Excel format and provide all manual data collected by the Contractor (including packer pressures, flow rates and totalizer readings). Data shall be accepted by the Engineer prior to deflating packers for each test.

E. Provide proposed certified laboratory for analyzing packer test water quality samples.

F. Provide laboratory reports from each packer test. Contractor shall assume that Engineer will not submit casing setting requests to FDEP until all lab reports are received.

PART 2 – PRODUCTS

2.1 GENERAL

A. Furnish and install a dual-seal, open-hole packer, as manufactured by Baker, TAM J, Baski, or appoved equal, of a diameter appropriate for the size of hole drilled. Large diameter packer or packer sleeves may be necessary to test large diameter portions of the borehole.

B. The pipe used between the inflatable packers shall consist of appropriate diameter steel pipe or tubing. The pipe/tubing shall be uniformly slotted; the slots shall be distributed near the top, middle, and bottom of the tubing with the slotted openings occupying at least 25 percent of the surface area.

C. Provide water level or pressure transducers and data logger manufactured by Insitu™ or appoved equal. The transducers shall have an appropriate range and accuracy for the well as approved by the Engineer prior to testing.

D. Pressure transducers shall be placed inside the drill pipe just above the pump and in the annulus with at least 50 feet of submergence. The recorded data-logger data must be able to be viewed during testing.

E. The pressure transducers shall be calibrated in the well on the day that it is installed for monitoring the tests. The transducer pressure measurement shall be plotted against depth and a correction formula determined, if deemed necessary by the ENGINEER.

F. The CONTRACTOR shall be responsible for providing appropriate-sized submersible pumps necessary to successfully complete each packer pumping test. The pump(s) shall have the capability of pumping at constant rates from 0.5 to 100 gpm at a total head up to 200 feet.

PART 3 – EXECUTION

3.1 GENERAL

A. The Contractor shall conduct inflatable packer-type tests as described in Section 2700 and as directed by the Engineer. The Contractor may be required to perform single-packer borehole pumping tests or straddle-packer pumping tests as specified in these Specifications at the discretion of the Engineer. The packer tests shall be conducted such that hydrologic properties of the formation can be determined and a representative water sample can be collected for analysis.

B. For all packer tests, the uppermost 270 feet of work pipe shall consist of drill pipe with a minimum 6-inch inside diameter to facilitate the installation of an appropriate submersible electric pump. The pump shall be set at a depth of approximately 250 feet (or greater) below pad level.

C. The internal surfaces of the drill pipe, casings and other fittings used for the packer tests shall be free of rust, scale and other materials that could be dislodged and interfere with the results of a test. The Contractor shall ensure the stand pipe and joints do not leak during testing operations.

D. The Contractor shall provide, install and operate pressure transducers and data loggers capable of measuring changes in water level to an agreed accuracy as required by the Engineer for the intervals both below and above the upper packer. The Contractor shall provide a means to monitor the packer seal, by water-level measurements of the work (drop) pipe annulus, using an electronic probe/transducer and computerized data logger.

E. The Contractor shall furnish and install in the pipeline within 30 feet of the well to be pumped, a flowmeter capable of recording instantaneous flow rates and totalizing flow. The flow meter shall have an accuracy of 5 percent at the tested rate. The flow meter shall be sufficiently removed from valves, elbows and reductions and obstructions in the pipeline to allow the meter to perform within specifications. The Contractor shall provide a throttling valve downstream of the flowmeter to regulate flow.

3.2 TESTING PROCEDURES

A. The Engineer will select the depth intervals to be tested based on the geophysical logs (including video surveys), geologic logs, core samples and other available site-specific and regional data. The Engineer will discuss with the Contractor the packer testing plan for each borehole tested. The Contractor will be given the opportunity to evaluate the ENGINEER's packer depth selection before commencing packer setting.

B. The Engineer reserves the right to change the testing plan, the sequence of tests performed, the configuration of packer assembly (single or straddle) and the spacing of the packers. The Contractor shall assume that additional tests may be required by FDEP.

C. After successfully setting and inflating the packer, the Contractor shall develop each zone so that the discharge water is free of any drilling mud/fluid (and produces stable water-quality results, as determined by the Engineer). Unless directed otherwise by the Engineer, the Contractor shall allow for a minimum of 8 hours of pre-test development (and development of a minimum of 2 drill pipe volumes) prior to each packer pumping test.

D. The Contractor may perform multiple methods to develop the test interval. The final development shall be performed with the pump to be used for the packer test. The Contractor shall record data from pump development using the pressure transducers.

E. After development, the Contractor shall allow water levels in the work pipe to return to static conditions to the satisfaction of the Engineer. The Contractor shall continue to record transducer data during recovery following development.

F. After post-development recovery, the Contractor shall ensure the transducers and data-loggers are collecting data at the frequency required by the Engineer. The Contractor shall then turn on the pump and initiate pump testing.

G. The Engineer will determine the duration of the pump test, but the Contractor may assume a duration of eight (8) hours or until a minimum of one drill pipe volume and three test interval volumes have been pumped from the well, whichever is a greater duration.

H. Just prior to the completion of each test and as directed by the Engineer, the Contractor shall collect a water sample from the discharge for laboratory analysis. The Contractor shall provide appropriate sample containers obtained from the approved laboratory. The parameters noted below shall be analyzed by a state certified laboratory. The Contractor shall refrigerate or ice the samples until the laboratory has custody of the samples.

All Tests (including Confinement Tests)	Additional Parameters for Confinement Tests
total dissolved solids	magnesium*
chloride	alkalinity*
sulfate	bicarbonate*
specific conductance	sodium*
temperature	calcium*
ammonia-nitrogen	potassium*
total Kjeldahl nitrogen	*Refers to parameters to be analyzed during tests to identify confinement. Up to 5 tests anticipated.
phosphorus	
pH	

I. The Contractor shall refer to Section 02785 for additional requirements for sampling, handling and analyzing samples.

J. If the formation does not produce enough water to purge one drill pipe volume and three test interval volumes within 8 hours, the Contractor may propose to collect the water quality sample using a thief sampler, subject to Engineer's approval. If approved, the sample shall be collected after completion of post-test recovery and prior to deflating the packers. The thief sampler shall be capable of collecting a sample directly within the test interval and shall be able to collect a sufficient volume of water for proper analysis of the required parameters.

K. After collecting the water-quality samples and upon completion of the packer test, as determined by the Engineer, the Contractor shall ensure the transducers and data-loggers are collecting data at the frequency required by the Engineer. The Contractor shall then turn off the pump and allow water levels to recover.

L. The Engineer will determine the duration of post-test recovery, but the Contractor shall assume a duration of eight (8) hours.

M. Upon completion of post-test recovery, the Contractor shall provide the recorded data-logger data to the Engineer in Microsoft™ Excel format. The Contractor shall not deflate and move the packers until the Engineer receives the electronic data and confirms that it is acceptable.

N. The Contractor shall be solely responsible for the collection and downloading of test data. Throughout development, testing and recovery activities, the Contractor shall provide the Engineer access to view transducer data on a real-time basis.

3.3 FAILURE TO COMPLETE TESTING

A. In the event of test failure for any cause, including loss or non-recording of data, the CONTRACTOR shall repeat the test at his own cost.

B. If accidental shutdown or a variation in the pumping rate occurs prior to the specified end of the test which invalidates the data in the Engineer's opinion, the Contractor shall

make any necessary repairs and re-start the test from the beginning. No payment will be made for pumping time (or anything else) prior to any accidental shutdown.

END OF SECTION

SECTION 02765 – PAD MONITOR WELLS

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for installing, developing, sampling and completing Surficial aquifer water-table pad monitor wells at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide proposed locations of pad wells on site plan.

B. Provide proposed Florida-licensed water-well contractor for installation of pad wells.

C. Provide manufacture's specifications and technical data for completion of pad monitor wells. Submittal shall include: manufacturer, material and diameter of casing and screen; screen slot size; gravel pack material and size; cement type.

D. Provide drilling method to install pad wells.

E. Provide elevation of top of casings, surveyed to North American Vertical Datum 1988 (NAVD 88).

F. Provide laboratory results of water quality samples.

G. Provide well completion report, FDEP Form 62-532.900(2). Reports for each well shall be completed and submitted to the Engineer and FDEP for the both the initial construction of the pad wells and for the completion of the wells at the end of the project.

PART 2 – PRODUCTS

2.1 GENERAL

A. The casing for pad wells shall be new and unused, 2-inch inside diameter, flush thread,

Schedule 40 PVC as manufactured by Monoflex® or approved equal.

B. The well screen shall be new and unused, 2-inch inside diameter, flush thread, Schedule 40 PVC, flush threaded, 0.020-inch slot screen as manufactured by Monoflex® or approved equal. A flush thread PVC cap shall be secured at the base of the screen.

C. Gravel pack shall be Standard Sand and Silica Company, "Sand", 8 by 20, gravel, or equivalent. The gravel material shall be a minimum of 95% silica material.

PART 3 – EXECUTION

3.1 GENERAL

A. The Contractor shall install four (4), 2-inch diameter monitor wells, in the vicinity of the IW1 and DZMW1 well drilling pads at least 14 days prior to beginning the work on IW1.

The purpose of the wells will be to monitor the water-table aquifer for spill(s) of salty water during drilling operations and (possibly) to pump out the shallow aquifer to reduce any contaminant level to background conditions, if a spill occurs.

B. The monitor wells shall be installed by a licensed water-well Contractor and shall be completed with 10 feet of 2-inch diameter, Schedule 40 PVC, 0.020-inch slot screen threaded to 2-inch diameter, Schedule 40 PVC casing, as directed by the Engineer.

C. The total depth of the well screen shall be located a minimum of 10 feet below the top of the water table or 20 feet below land surface, whichever is greater.

D. The annulus adjacent to the screen interval shall be sand packed with 6/20 grade silica sand (to at least 2 feet above the top of the screen interval) and the annulus above the screen then shall be sealed with approximately 1 foot of bentonite and then grouted (with ASTM Type II neat cement) to surface. The top of well casings may be completed above grade.

E. Prior to drilling startup, the top of casings shall be surveyed (NAVD 1988). If the wells become damaged at any time during the project, the wells shall be repaired or replaced and the top of casings shall be resurveyed. The monitor wells shall be capped with a lockable expansion plug and equipped with a lock.

3.2 SAMPLING

A. Water samples from each well shall be collected each week for the entire duration of construction as directed by the Engineer and in accordance to FDEP standards. For the first four (4) weeks, the Contractor shall collect samples for analysis of total dissolved solids by a state-certified laboratory as directed by the Engineer.

B. To meet this requirement, the Contractor shall collect and record static water levels from each well prior to purging. A total of 5 well volumes shall be purged and then a water quality sample shall be collected. The Contractor shall then perform a field analysis for conductivity and temperature immediately following sampling (within five minutes of sampling). Sample containers shall be clearly marked with the well name, date and time when the sample was taken. The samples shall be provided to the Engineer for additional field analysis.

C. If elevated conductivity readings are observed (as compared to background conductivity readings measured prior to drilling commencement), at a minimum, the well with the elevated readings shall be purged (and purge water contained) until conductivity readings return to background levels as determined by the Engineer. Purging the wells does not relieve the Contractor from performing additional remediation measures if spillage of drilling fluids occurs.

D. The Contractor shall refer to Section 02785 for additional requirements for sampling, handling and analyzing samples.

3.3 WELL COMPLETION

A. After completion of construction and testing at IW1 and DZMW1, the Engineer will direct the Contractor whether the water table monitor wells shall remain in place or if they shall be abandoned.

B. If the wells are to remain in place, the wells shall be flush-mounted within a (2-foot by 2-foot) concrete well pad using an 8-inch diameter steel well vault and a steel vault cover. The monitor well casing shall be capped with a lockable expansion plug and equipped with a lock.

C. If the pad monitor wells are to be abandoned, the Contractor shall place a tremie pipe inside each well and grout each well (with ASTM C-150 Portland Type II cement) from bottom to top. The well casing shall be cut off below grade, and the cement grout shall be flush with ground level.

END OF SECTION

SECTION 2770 –INJECTION TEST

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing a short-term injection test in Injection Well IW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide injection test plan for Engineer's approval. The plan shall include proposed water source, number and location of injection pumps, piping layout, placement and type of valves, flowmeter placement and vortex breaker.

B. Provide analytical report of injection test source water (no report necessary if the source is potable water).

C. Provide analytical reports of background water quality samples from the IW1 injection zone and DZMW1 upper and lower monitor zones.

D. Provide calibration certificates of flow meter.

E. Provide calibration certificates of wellhead pressure gauges.

F. Provide calibration certificates and specifications of proposed pressure transducers.

G. Provide performance curves for proposed pumps.

H. Provide all data, in Excel format, obtained from transducers and data loggers. Provide all manual data collected during testing.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INJECTION TEST PREREQUISITES

A. The Contractor shall perform an injection test in IW1. Prior to performing the test, the Contractor shall complete the following:

1. Complete the construction of both IW1 and DZMW1.

2. Collect water quality samples for laboratory analysis from the IW1 injection zone and the DZMW1 monitor zones.

3. Provide water-quality laboratory analysis of injection test water source in accordance with FDEP permit.

4. Complete successful cement-bond logs and hydrostatic pressure tests in IW1 and DZMW1. Complete successful RTS in IW1. Demonstrate both IW1 and DZMW1 have mechanical integrity.

5. Provide a plan to perform the injection test that is acceptable to the Engineer and FDEP.

6. Provide all required information to the Engineer to secure authorization from FDEP to perform the injection test.

7. Provide Village a minimum of 7 days' notice prior to anticipated injection test date.

3.2 INJECTION TEST PLAN AND SETUP

A. An injection test shall be performed by the Contractor with a pumping/injection phase of approximately 12 hours at different rates with the maximum rate meeting or slightly exceeding 12,950 gpm (18.65 MGD)

B. The Contractor shall provide an injection test plan for the Engineer's approval. At a minimum the plan must include pump(s) curves, piping layout, valves, flowmeters, transducers, recording system and vortex breaker.

C. Owner's facilities used for injection testing shall not be out of service or use to the Owner for more than 72 hours. After this time has elapsed, the facilities shall be returned to service, regardless of the status of the test. If additional "out of service" time for the facilities is required, they shall be re-scheduled but assumed not to occur until the facilities are back in regular service at least 48 hours.

D. Upon receipt of a 6-hour written advance notification from the Engineer, the Contractor shall terminate test activities and return the facilities to normal service. The Owner does not intend for this to occur, but this option will be implemented if system flow events dictate need. The Contractor is responsible for coordinating his work schedule with the Engineer to allow for injection events.

E. The Contractor shall provide and install all temporary piping and pump(s) from the water source or sources to the new injection wellhead to achieve the required flow rate into the injection well. The pipeline intake shall be equipped with a manufactured (factory) vortex breaker and shall be installed to the satisfaction of the Engineer.

F. The Contractor shall furnish and install an in-line propeller-type flowmeter capable of recording instantaneous flow rates and of totalizing flow in the pipeline. The flow meter shall have an accuracy of five percent at the tested rate. Certified proof of calibration within the previous 3-month period (with the time and date of calibration) shall be submitted to the Engineer prior to the injection testing procedures. The flow meter shall be sufficiently removed from obstructions in the pipeline, valves, elbows, reductions, to allow the meter to perform within specifications. Manufacturer's specifications shall be submitted to the Engineer prior to installation for approval.

G. An approved pressure transducer and recording system capable of accurately measuring and detecting pressure changes of as little as 0.01 psi, and temperature

changes of as little as 0.05 degree Fahrenheit shall be used. The data recording system shall record in real time and continuous “delta” time. No interruptions of data recording will be permitted for equipment service or any other reason. The Contractor shall submit manufacturer’s product information for the electronic pressure transducers and the recording equipment.

H. The Contractor shall furnish and install electronic pressure transducers in (or on) each monitoring zone (upper and lower zone) wellhead and at the injection wellhead, and a suitable pressure gauge at the injection well (for the injection tubing), to the satisfaction of the Engineer, and shall submit verification of pressure-gauge/transducer calibration (certified within the previous 6 months) to the Engineer prior to commencement of the injection test.

3.3 INJECTION TEST

A. After completing setup of all required equipment and instruments, the Contractor shall perform a brief pre-test. The Contractor shall establish appropriate valve and pump settings; shall initiate data collection of transducers and data-loggers and shall ensure piping to IW1 is watertight. The maximum duration for pre-test activities is three (3) hours.

B. The water source for the injection test is anticipated to be surface water.

C. During and upon completion of pre-test activities, the Contractor shall collect transducer data of: IW1 wellhead pressures, DZMW1 water-levels and pressures (both zones), and barometric pressure. Data shall be by collected for a minimum of 24 hours prior to performing the injection test. This data collection period is considered the “background phase”. The Contractor shall also collect tidal information from the nearest NOAA station from pre-test activities through the injection testing and final recovery phase of the test.

D. The injection test shall be initiated during regular working hours for the FDEP, Monday through Friday. The Contractor is responsible for contacting and coordinating with the FDEP who require 72 hours written notice of the injection test.

E. During the injection test, the Contractor shall continue collecting the same data as was collected during the background phase. The frequency of transducer data collection will be determined by the Engineer. The Contractor shall also assist the Engineer in collecting manual data from the flowmeter and pressure gauges.

F. Upon start-up of injection testing, the Contractor shall establish the required injection rate with minimum delay. The Contractor shall adjust pump and valve settings upon direction from the Engineer to achieve desired injection rates. The Contractor shall assume that the injection test will be performed at four (4) different injection rates for a period of 12 hours. At a minimum, 6 hours of the test shall be performed at the maximum rate.

G. To the extent possible, the speed of the pump and motor shall remain constant throughout the test. The injection rate shall be controlled and adjustable by means of a control valve in the pipeline. The pumping rate shall not be adjusted by changing the speed of the motor or pump, except when absolutely necessary and with the permission

of the Engineer. This requirement does not pertain to occasions when the Engineer directs the Contractor to change the injection rates.

H. The maximum sustained wellhead pressure during injection testing is not expected to exceed two-thirds (100 psi) of the injection well's pressure rating (based on a successful rating to approximately 150 psi).

I. Upon completion of the 12-hour injection period, the Contractor shall shut down all injection pumps and close the valve at IW1 (shut-in IW1) with minimum delay. The Contractor shall continue collecting all transducer data. The Contractor shall also continue collecting manual pressure data from IW1 and DZMW1 gauges for a minimum of one (1) hour after shutting in IW1 or until pressures are stabilized (whichever is greater). The Contractor shall continue collecting tidal data.

J. The Contractor shall continue collecting all transducer and tidal data for a minimum of 24 hours after shutting in IW1. This data collection period is considered the "recovery phase".

K. The Contractor shall remove all equipment and piping that is impacting plant operations or other construction activities with minimum delay. Water source connections used for the injection test shall be restored to original conditions.

L. Upon completion of the recovery phase, the Contractor shall provide all manual, transducer, and tidal data. The Engineer shall be furnished a copy of all of the basic data recorded as part of the injection tests in Microsoft™ Excel format within 24 hours from completing the recovery phase.

3.4 FAILURE TO COMPLETE TESTING

A. In the event of test failure for any cause, including loss or non-recording of data, the CONTRACTOR shall repeat all phases of the test (including background and recovery) at his own cost.

B. If accidental shutdown or a variation in the injection rate (not directed by the Engineer) occurs prior to the specified end of the test which invalidates the data in the Engineer's opinion, the Contractor shall make any necessary repairs and re-start the test from the beginning. No payment will be made for testing time (or anything else) prior to any accidental shutdown.

END OF SECTION

SECTION 2775 – RADIOACTIVE TRACER SURVEY (RTS)

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing radioactive tracer survey (RTS) testing and associated geophysical logging in Injection Well IW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide details of RTS tool. Details shall include distances between sensors and ejector port and calculations of ejection times.

B. Provide Iodine 131 assay label.

C. Provide flowmeter calibration certificate of flowmeter for RTS.

D. Provide all geophysical logs as follows:

1. Provide Log ACII Standard (LAS) format for each log performed immediately following logging activities and prior to commencing subsequent work activities.

2. Provide Portable File (PDF) format for each log performed immediately following logging activities and prior to commencing subsequent work activities.

3. Provide two (2) paper copies for each log performed immediately following logging activities and prior to commencing subsequent work activities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. The logging and testing detailed in this section, to be performed in IW1, include:

1. High-resolution temperature logging

2. Background gamma-ray logging

3. Magnetic casing-collar locator

4. Radioactive tracer survey (RTS)

5. Final gamma-ray logging

B. Upon completion of the video survey and hydrostatic pressure test in the injection tubing annulus of IW1, a temperature, background gamma-ray, RTS, and final gamma-ray logs shall be performed in IW1.

C. The geophysical tool used for the RTS must be capable of ejecting the radioactive tracer and simultaneously monitoring with “scintillation”-type gamma-ray detectors. A casing collar locator shall be positioned below the tool to precisely locate the bottom of the casing.

D. The tool shall be configured such that one gamma-ray detector will be located above the ejector and two detectors will be located below the ejector.

E. The radioactive material used for the testing shall be medical grade Iodine 131. The RTS tool shall be loaded with four (4) millicuries (mCi) of Iodine 131. The Contractor shall be required to demonstrate that the Iodine 131 tracer utilized for the RTS is not more than 6 days old on the day that the RTS is performed and the Contractor shall provide a copy of the Iodine 131 certification to the Engineer.

F. The flowmeter utilized for the test shall be certified as calibrated within the previous 6-month period from date of the RTS test and shall be capable of measuring the flow rate with an accuracy of 5%. The calibration certificate shall be provided prior to the initiation of the RTS procedures and shall indicate the date and place of the flowmeter calibration. Verification of the flowmeter calibration shall be submitted to the FDEP representative prior to commencement of the test.

3.2 TESTING PROCEDURE

A. The logging and testing procedure shall be performed as follows and in accordance with FDEP requirements:

1. Prior to initiation of high resolution temperature logging, approximately three (3) well volumes of freshwater shall be injected in IW1 to establish a freshwater “bubble” below the final casing seat. Note: Total of 31,738 gallons per well volume; Total of 95,200 gallons for three well volumes.

2. After establishing a freshwater bubble, the Contractor shall shut in the well and maintain shut in conditions for a minimum of eight (8) hours prior to performing logging.

3. A combination gamma-ray/temperature tool shall be used to initially log the injection well, recording temperature from land surface to the total well depth. The temperature log shall be performed on the downward pass as the combination tool is lowered down the well. The high-resolution temperature log shall include a differential temperature log on the same plot.

4. A background gamma-ray log shall be conducted from the total open-hole depth to pad level. A casing-collar locator log shall be used during this survey to verify the base of final casing. The temperature log and background gamma-ray log shall be completed prior to loading Iodine 131 into the RTS tool.

5. The RTS tool shall be loaded with four (4) mCi of medical grade Iodine 131.

6. The RTS tool shall be positioned with the ejector located approximately 5 feet above the bottom of the casing, with one gamma-ray detector above the ejector (GRT), and two gamma-ray detectors below the ejector (one inside the casing

above the casing seat [GRM] and one outside the casing below the casing seat [GRB]).

7. A low-rate dynamic test shall be performed. A low injection rate shall be established using fresh water. The velocity for this test shall be between 3 and 5 feet per minute (equating to a flow rate between 34 and 56 gpm). A flowmeter with totalizer and an instantaneous flow-rate indicator shall be installed to monitor the flow rate into the well.

8. Time-drive monitoring shall begin and a 1-mCi slug of tracer material shall be ejected. This release will be confirmed by the middle detector (GRM) and the bottom detector (GRB).

9. Gamma-ray levels shall be monitored for one hour while the tool is held stationary. In the event that the tracer slug is detected by the upper gamma-ray detector (GRT) during the one-hour monitoring period, the operator of the logging tool may log out of position to a new position approximately 20 feet above the previous position of the RTS tool and logging shall resume for the remainder of the one-hour monitoring period. If the logging tool is to be moved upwards in the event of detection of tracer by the upper detector, the tool should not be moved prior to the time period required for the tracer to travel from the middle detector to the lower detector (theoretically a minimum of 2 minutes for a 5-foot/minute flow rate). It is important to observe whether tracer material is also reaching the lower detector.

10. Following the end of the time-drive monitoring, the RTS tool shall log “out of position” (moving) to at least 200 feet above the highest point where the tracer was detected.

11. Following the out-of-position gamma-ray log, the RTS tool shall be repositioned with the ejector located approximately 5 feet above the bottom of the casing. If excessive staining (elevated readings) is observed, as determined by the Engineer or the FDEP onsite inspector, the injection tubing shall be flushed by injecting freshwater up to one injection well volume (up to 31,738 gallons), and steps 12 and 13 (below) shall be completed. If excessive staining is not observed, the Contractor shall proceed to step 14 (below).

12. Following flushing, the combination logging tool shall be repositioned with the ejector located approximately 5 feet above the bottom of the casing and another gamma-ray log shall be run out of position to at least 200 feet above the highest point where tracer was detected.

13. If tracer movement continues to be detected, multiple out-of-position logs shall be conducted to identify the extent of tracer movement. The out-of-position logs shall be conducted at least 200 feet above the highest point where tracer was detected.

14. The combination logging tool shall then be repositioned with the ejector located approximately 5 feet above the bottom of the casing. This is the same depth as that used for the first low-rate dynamic test. A low injection rate shall be established using potable water. The flow rate of the second low-rate dynamic

test shall be the same as the first low-rate dynamic test. Time-drive monitoring shall begin, a 1.0-MCI slug of tracer material shall be ejected, and the release of the tracer material will be confirmed by detectors GRM and GRB.

15. Gamma-ray levels shall be monitored for 30 minutes while the tool is held stationary. In the event that the tracer slug is detected by the upper gamma-ray detector (GRT) during the one-hour monitoring period, the operator of the logging tool may log out of position to a new position approximately 20 feet above the previous position of the RTS tool and logging shall resume for the remainder of the 30-minute monitoring period. If the logging tool is to be moved upwards in the event of detection of tracer by the upper detector, the tool should not be moved prior to the time period required for the tracer to travel from the middle detector to the lower detector (theoretically a minimum of 2 minutes for a 5-foot/minute flow rate).

16. Following the end of the time-drive monitoring, the RTS tool shall log “out of position” (moving) to at least 200 feet above the highest point where the tracer was detected .

17. If tracer material is not detected in GRT after both “out of position” logs (steps 10 and 16 above), the RTS tool shall be lowered to approximately 5 feet above the uppermost transmissive injection interval in the open hole. The remaining tracer material shall be ejected while flushing with at least one casing volume of freshwater.

18. The RTS tool then shall be lowered to the total depth of the well and a final gamma- ray log shall be performed from the total depth to land surface.

END OF SECTION

SECTION 02780 – MECHANICAL INTEGRITY PRESSURE TESTING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for performing hydrostatic pressure tests in Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF). The purpose of the tests is to demonstrate mechanical integrity of the wells.

1.2 SUBMITTALS

A. Provide manufacturer's specification and technical information of proposed packer for the pressure test.

B. Provide information and calibration certificate of test pressure gauge.

PART 2 – PRODUCTS

2.1 GENERAL

A. Furnish and install an inflatable packer, as manufactured by Baker, TAM J, Baski, or approved equal, of a diameter appropriate for the size of casing being tested.

B. Calibrated Pressure Gauge: Six (6) inch dial pressure gauge, graduated from 0 to 300 psi, in increments of 1, with an accuracy of +/- 0.25%.

PART 3 – EXECUTION

3.1 GENERAL

A. Hydrostatic pressure tests shall be performed in IW1 and DZMW1 as follows:

1. IW1 (Contractor's Option): In the 24-inch diameter final casing prior to cementing casing to pad level. The Contractor may perform a hydrostatic pressure test(s) of the final casing prior to cementing it in place in order to ensure that the casing has mechanical integrity. If the Contractor elects to perform a "pre-cement" hydrostatic test(s) and satisfactory results are not obtained, the Contractor shall remove, recondition (re-bevel) and reinstall the casing.

2. IW1: In the 24-inch diameter final casing after cementing casing to pad level.

3. IW1: In the FRP injection tubing annulus.

4. DZMW1: In the LMZ tubing after cementing tubing from top of LMZ to base of UMZ.

B. The Contractor shall coordinate the date and time of pressure testing so that the FDEP ("Department") has at least 72 hours' notice prior to the implementation of MIT procedures. Mechanical integrity tests shall be initiated during regular working hours for the Department, Monday through Friday.

C. The pressure gauge utilized for each of the hydrostatic pressure tests shall be certified as calibrated within the previous 6-month period from the date of the pressure test. Copies of the pressure-gauge calibration certification shall be provided to the Engineer prior to the initiation of each pressure test and shall indicate the date and place of the pressure-gauge calibration.

D. The resolution of the 6-inch dial pressure gauge shall be at least 1 pound per square inch (psi) and the pressure gauge shall be graduated from 0 to 300 psi (in increments of 1 psi) with an accuracy of +/- 0.25%. The resolution (precision) of the calibrated pressure gauge (1 psi) shall be sufficient to monitor the pressure in the casing and make a pressure change of less than the allowable 5% easily discernible. The pressure gauge shall be mounted on the wellhead at or near eye level, to make any change in pressure easily discernible.

E. The temperature of the water column(s) following cementing procedures and prior to pressure testing shall be stable so that an increase of pressure is not observed during testing. A minimum elapsed time of 48 hours may be necessary between cementing procedures and pressure testing, unless the Contractor can demonstrate that the temperature of the water column is sufficiently cooled and stable prior to pressure testing. This may be done by monitoring and recording the temperature of the water column at set intervals for a sufficient period of time, as determined by the Engineer. A pressure increase during pressure testing (caused by the curing of cement) is not acceptable.

F. An inflatable packer capable of seating against the casing shall be set within approximately 10 feet above the base of the final casing/tubing.

G. The Contractor may “kill” or suppress flow from IW1 and DZMW1 to facilitate installation of the packer. The Contractor is responsible for an accurate measurement of the density of the weighted fluid (in pounds per gallon) prior to the pressurization of the casing.

H. The casing/tubing shall be filled (topped off) with freshwater and placed under a pressure. The pressure for tests performed in IW1 shall be approximately 150 psi for 60 minutes. The pressure for tests performed in the LMZ tubing of DZMW1 shall be a minimum of 50 psi for 60 minutes. If a significant pressure change (> 5%) occurs, the test shall be repeated until satisfactory results are obtained. The Contractor shall relieve the pressure and measure the volume of water discharged. Pressure testing shall be witnessed and certified in writing by the Engineer.

I. The Contractor shall not be reimbursed for the performance of any additional pressure tests to isolate any leak(s) in the casing or tubing.

J. If during the injection test, wellhead pressures exceed two-thirds the pressure placed on the well during the hydrostatic pressure test, an additional pressure test shall be performed following the injection test. The additional test shall be performed at pressures at (or slightly exceeding) 1.5 times the greatest pressure observed during the injection test.

END OF SECTION

SECTION 02785 – WATER QUALITY SAMPLING

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for collecting and analyzing water quality samples in Injection Well IW1 and Dual-Zone Monitor Well DZMW1 at the Village of Indiantown Wastewater Treatment Facility (WWTF).

1.2 SUBMITTALS

A. Provide State and County certifications for proposed laboratory.

B. Provide sampling reports, completed chain of custody forms and analytical results for all sampling events.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. All costs for water sample collection and analyses shall be paid by the CONTRACTOR. Any water samples taken for laboratory analysis during the course of this project shall follow the latest version of the FDEP Standard Operating Procedures for groundwater sampling. The laboratory shall be certified by FDEP and have a current approved ComQAP on file with FDEP with methods approved by FDEP.

B. All samples shall be properly collected, preserved, and analyzed within the required holding time limits. The method detection limit shall be less than the drinking water maximum contaminant level for all analyses.

C. Samples for laboratory analysis shall be collected in specially designated and approved sample containers, with appropriate preservatives. The containers shall be provided by a State of Florida certified laboratory for the specific parameters required. The sample containers shall be clearly labeled with the well identification, depth interval, and the time and date of sample collection.

D. Samples shall be collected and stored in the appropriate manner as instructed by the laboratory, and delivered to the laboratory in accordance with the laboratory's instructions. Chain of Custody forms shall be completed for all water samples. Copies of the Chain of Custody forms shall be submitted to the ENGINEER within five days of final delivery of the samples to the laboratory. All persons handling the samples shall be required to sign the Chain of Custody form.

E. The CONTRACTOR shall be aware of applicable water sampling holding times for the samples for which he is responsible and ensure that the samples are transmitted to the laboratory within these time periods. For samples collected by the laboratory, the CONTRACTOR shall be responsible for the performance of the sub-contractor's service analyzing the samples within established holding times.

3.2 PAD MONITOR WELL SAMPLING

A. The Contractor shall refer to Section 02765 for water-table pad monitor well sampling requirements. Sampling shall also meet requirements described in this section.

B. Every week for the duration of construction and testing, the Contractor shall measure static water levels, purge and collect a water sample from each well as required in the FDEP UIC permit.

C. The Contractor shall perform field analysis of conductivity and temperature and provide the sample to the Engineer for further field analysis.

D. The Contractor shall perform laboratory analysis for total dissolved solids from each monitor well for the first 4 weekly sampling events.

3.3 REVERSE-AIR PILOT HOLE SAMPLING

A. The Contractor shall refer to Section 02740 for reverse-air pilot-hole sampling requirements. Sampling shall also meet requirements described in this section.

B. The Contractor shall collect reverse-air water quality samples in all pilot holes during reverse-air drilling in IW1 and DZMW1. Samples shall be collected at each drill-rod connection or every 45 feet (whichever is more frequent).

C. Samples shall be field analyzed for temperature and conductivity and laboratory analysis of chloride, ammonia and TKN.

3.4 INFLATABLE PACKER TEST SAMPLING

A. The Contractor shall refer to Section 02760 for inflatable packer test sampling requirements. Sampling shall also meet requirements described in this section.

3.5 MONITOR AND INJECTION ZONE SAMPLING

A. Water quality samples shall be collected from DZMW1 monitor zones (both zones) and from the IW1 injection zone.

B. Prior to sampling DZMW1, each zone shall be developed (purged) a minimum of ten (10) well and open hole volumes to achieve stable water quality as determined by the Engineer. During purging, pumping rates, cumulative purge volume, field conductivity and pumping water levels shall be measured and recorded on a regular basis as determined by the Engineer.

C. Prior to sampling the IW1 injection zone, a minimum of one (1) casing volume and five (5) borehole volumes shall be purged to achieve stable water quality as determined by the Engineer. During purging, pumping rates, cumulative purge volume and field conductivity shall be measured and recorded on a regular basis as determined by the Engineer.

D. After completion of development, grab-type water samples shall be collected from both monitor zones and injection zone for laboratory analysis for parameters listed as Primary

and Secondary Drinking Water Standards and municipal “minimum-criteria” parameters and calcium, magnesium, potassium, alkalinity, and bicarbonate. Samples shall be collected by a state-certified analytical laboratory.

E. Upon completion of sampling, the Contractor shall discontinue development and allow each zone to return to static conditions or a minimum of two (2) hours (whichever is greater). The Contractor shall then measure and record water levels under static conditions.

3.6 INJECTION TEST WATER SOURCE SAMPLING

A. The water source for the injection test is anticipated to be surface water.

B. The Contractor shall collect a grab sample for laboratory analysis of the water sources as required in the FDEP permit.

C. It is anticipated that the FDEP permit will not require an analysis for the potable water source.

D. It is anticipated that the FDEP permit will require the following analysis for the surface source.

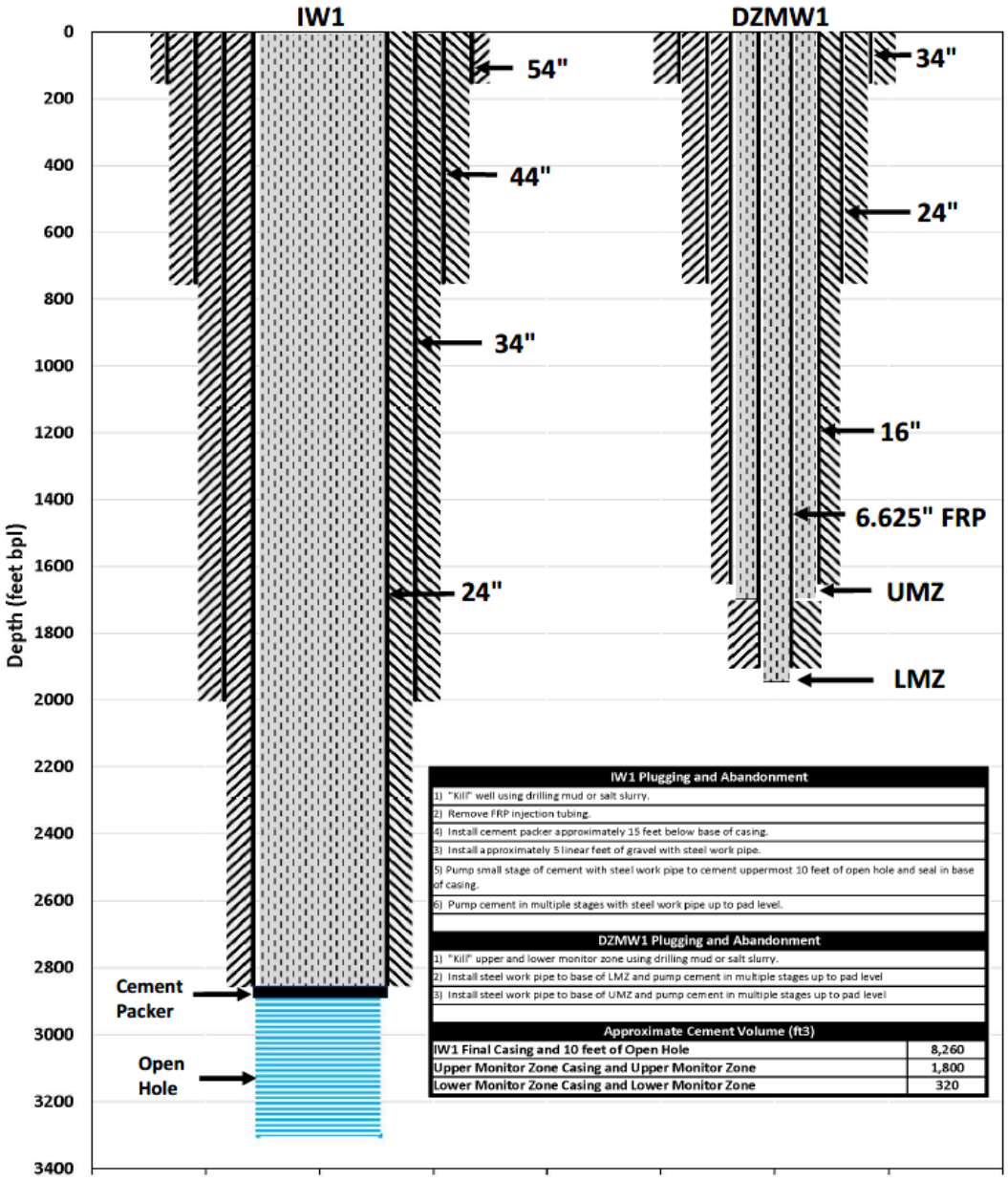
Total dissolved solids (mg/L)	Chloride (mg/L)
Specific Conductance (temperature compensated, umhos/cm)	Total suspended solids (mg/L)
Ammonia, total as N (mg/L)	Total Kjeldahl Nitrogen (mg/L)
Nitrate, total as N (mg/L)	Sodium (mg/L)
Potassium (mg/L)	Calcium (mg/L)
Magnesium (mg/L)	Total Iron (mg/L)
Bicarbonate (mg/L)	Phosphorus, total as P (mg/L)
pH (s.u.)	Sulfate, total as SO4
Temperature, field (C)	Gross alpha (pCi/L)
Combined Radium 226 & 228 (pCi/L)	Total & Fecal Coliform (cfu/100ml)
Escherichia (cfu/100ml)	Enterococci (cfu/100ml)
Turbidity (NTU)	

E. The injection test source water sample shall be collected at a sufficient length of time prior to injection testing so that the samples can be analyzed by the lab, reviewed by the Engineer and submitted and approved by FDEP before injection testing commences. The Contractor should anticipate collecting the sample at least 8 weeks prior to the expected injection-testing date.

END OF SECTION

Attachment 2:

PLUGGING AND ABANDONMENT PLAN
PLUGGING AND ABANDONMENT COST ESTIMATE
CERTIFICATION OF FINANCIAL RESPONSIBILITY



IW1 Plugging and Abandonment
1) "Kill" well using drilling mud or salt slurry.
2) Remove FRP injection tubing.
4) Install cement packer approximately 15 feet below base of casing.
3) Install approximately 5 linear feet of gravel with steel work pipe.
5) Pump small stage of cement with steel work pipe to cement uppermost 10 feet of open hole and seal in base of casing.
6) Pump cement in multiple stages with steel work pipe up to pad level.

DZMW1 Plugging and Abandonment
1) "Kill" upper and lower monitor zone using drilling mud or salt slurry.
2) Install steel work pipe to base of LMZ and pump cement in multiple stages up to pad level
3) Install steel work pipe to base of UMZ and pump cement in multiple stages up to pad level

Approximate Cement Volume (ft3)	
IW1 Final Casing and 10 feet of Open Hole	8,260
Upper Monitor Zone Casing and Upper Monitor Zone	1,800
Lower Monitor Zone Casing and Lower Monitor Zone	320

Original IW1 and DZMW1 plugging and abandonment details were submitted with the permit application support document in December 2023.
The construction details have been modified and are presented in this figure.

MMHC McNABB-MILLER HYDROGEOLOGIC CONSULTING, INC.

VILLAGE OF INDIANTOWN
WASTEWATER TREATMENT FACILITY
INJECTION WELL SYSTEM
IW1 and DZMW1 P&A DETAILS

FIGURE
P&A

Plugging and Abandonment Cost Estimate, Indiantown WWTF Injection Well System
Village of Indiantown, Martin County, Florida

INJECTION WELL IW1 PLUGGING & ABANDONMENT ESTIMATES	Unit	Number of Units	Unit Price	Estimated Contractor Cost
Mobilization, Demobilization, Sitework, Restoration	lump sum	1	$100,000	$100,000
Suppress artesian well pressure ("kill" well), remove wellhead	lump sum	1	$10,000	$10,000
Remove FRP injection tubing	lump sum	1	$80,000	$80,000
Install and set cement packer approximately 10 feet below final casing	lump sum	1	$15,000	$15,000
Cement grout to plug and abandon well to pad level	cubic feet	8,260	$25	$206,500
Subtotal				**$420,000**
Contingency	percent		20%	$84,000
Injection Well Total				**$504,000**

DUAL-ZONE MONITOR WELL DZMW1 PLUGGING & ABANDONMENT ESTIMATES	Unit	Number of Units	Unit Price	Estimated Contractor Cost
Mobilization, Demobilization, Sitework, Restoration	lump sum	1	$30,000	$30,000
Suppress artesian well pressure ("kill" well), remove wellhead	lump sum	1	$30,000	$30,000
Cement grout to plug and abandon upper monitor zone	cubic feet	1,800	$25	$45,000
Cement grout to plug and abandon lower monitor zone	cubic feet	320	$25	$8,000
Subtotal				**$120,000**
Contingency	percent		20%	$24,000
Monitor Well Total				**$144,000**

Combined Injection Well and Monitor Well Total				**$650,000**

"Kill Well" refers to suppressing the potentiometric head in the well to below land surface using a salt slurry

The cased portion of the injection well will be isolated from the open hole using a cement packer (bridge plug)

For all cement installations, neat cement will be emplaced using tremie pipe from bottom to top

After filling the wells with cement, the existing above-grade casings at the injection well and monitor well will be cut 2 to 3 feet below grade

Total and subtotal amounts above are rounded up.

CERTIFICATION OF FINANCIAL RESPONSIBILITY

The **Village of Indiantown**, a unit of local government of the State of Florida, hereby certifies that it has unconditionally obligated itself to have the financial resources necessary to close, plug, and abandon its Class I underground injection well(s) and related monitoring wells, as required by Chapter 62-528, Florida Administrative Code. It is further understood that the cost estimate to conduct plugging and abandonment, established on **September 6, 2024**, shall be reviewed on an annual basis and this obligation shall incorporate accumulated inflation costs. An annual adjustment exceeding 10 percent in any one year shall require submission of an updated certification form.

List of Injection Wells Covered By This Agreement: (for each injection well list the following information)

Facility Name: **Village of Indiantown Wastewater Treatment Facility**

Facility Address: **14843 Southwest 168th Ave., Indiantown, FL 34956**

Facility Contact: **Patrick Nolan, Public Works and Utilities Director**

Phone Number: **(772) 341-3098**

Latitude/Longitude of Injection Well: **Lat: 27° 01’ 31”N 80° 28’ 54”W**

DEP/EPA Identification Number: **31-0288155-001**

Current Plugging and Abandonment Cost Estimate: **$650,000**

It is hereby understood that the cancellation of this certification may not take place without the prior written consent of the Secretary of the Florida Department of Environmental Protection.

(Signature)	(Title)
(Print Name)	(Date)

STATE OF:_____ COUNTY OF:_____

The foregoing instrument was acknowledged to me this _____, by _____. Said person ___ is personally known to me or ___ produced other identification, to wit: _____.

(Signature)	Print Name Notary Public

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

Addendum No. 1 to the
Request for Proposals for
Wastewater Treatment Facility Injection Well System Improvements Project

VIA E-MAIL

TO: Prospective Proposers

FROM: Darin Lockwood, District Engineer

CC: Ryan J. Dugan, District Counsel

DATE: October 30, 2024

This Addendum No. 1 ("**Addendum**") pertains to Terra Lago Community Development District's ("**District**") Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project dated October 2024 ("**RFP**"). Capitalized terms not otherwise defined herein shall have the meaning as provided in the RFP.

This Addendum hereby amends the Project Manual to (i) respond to timely-provided questions from prospective bidders as further detailed in **Attachment 1** attached hereto and incorporated herein by this reference, (ii) supplement the Technical Documents to the RFP to provide additional specifications and design drawing sheets as further detailed in **Attachment 2** attached hereto and incorporated herein by this reference, and (3) amends the Proposal Form located on pages numbered 43-46 of the Project Manual and replaces such pages with the attached hereto as **Attachment 3** which are incorporated herein by this reference ("**Revised Proposal Form**"). The Revised Proposal Form includes a District-provided Schedule of Values to be completed by the Proposer.

This Addendum, including all attachments, is available from the District Manager and is being electronically distributed to all proposers who have received the Project Manual to date. The RFP remains in full force and effect except as supplemented or modified herein or in prior RFP addenda. **All Proposers shall acknowledge receipt of all addenda to the RFP, including this Addendum, in their submitted proposals.**

****

Any Proposer wishing to protest any or all of the matters contained or addressed in this Addendum shall file a notice of protest with the District Manager, to 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, within seventy-two (72) hours after receipt of this Addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this Addendum.

Index to Attachments to Addendum No. 1

1. Bidder Questions and Responses

2. Supplement to Technical Documents

3. Revised Proposal Form (including Schedule of Values)

End of Addendum No. 1

Attachment 1

Bidder Questions and Responses

1. In the bid package it shows the bid due date as 11-8-2024 @ 11am. In the Mandatory Pre-bid meeting the bid due date mentioned was 11-11-2024. Please clarity the what the correct bid due date is. Also when are the plans likely going to be released.

   RESPONSE: The bid due date is 11:00 a.m. on November 8, 2024.

2. It appears FDEP grant funding is associated with this project. What are the requirements and conditions of that (i.e. Buy American, AIS, Davis-Bacon or other wage requirements, etc.)? Please clarify if this project requires certified payroll (Davis Bacon, etc.). If yes, please provide the applicable wage schedule.

   RESPONSE: All Florida Department of Environmental Protection grant funding requirements and conditions that CONTRACTOR is responsible for will be reflected in the contract to be entered into between the Owner and CONTRACTOR, a form of which is included in the Project Manual. Such requirements and conditions primarily relate to supporting documentation that must be provided by CONTRACTOR with each pay application. Please note that federal grant funds are not anticipated to be utilized for this Project; however, all relevant provisions of Florida law, including, for example, section 255.0993, *Florida Statutes*, apply to the Project and the contract.

3. The Agreement indicates working hours are Monday through Sunday 'regular' working hours; typically DIW construction is performed on a continuous 24/7 basis. Please confirm that 24/7 continuous DIW-1 / DZMW-1 construction operations is allowable for the life of the project.

   RESPONSE: CONTRACTOR may perform the well construction and testing activities at the site 24 hours per day, 7 days per week. CONTRACTOR shall schedule all work or tests, which will be attended (as required by the permit) by representatives of the FDEP, during regular FDEP working hours.

4. At what point during construction of DIW-1 can construction of DZMW-1 begin?

   RESPONSE: CONTRACTOR may commence construction of DZMW1 prior to completing the construction of IW1. The pilot hole in IW1 below the 44-inch outside diameter (O.D.) casing to approximately 2,050 feet below pad level (bpl) shall be completed, geophysically logged, packer tested and back-plugged prior to commencing pilot hole in DZMW1 below the 24-inch O.D. casing.

5. A Substantial / Final completion time has not been established. Please provide a Substantial / Final completion time.

   RESPONSE: CONTRACTOR shall substantially complete the entire project within five hundred and thirty days (530) calendar days after the date the Notice to Proceed is issued to CONTRACTOR. CONTRACTOR shall achieve final completion, ready for final payment, within five hundred and sixty (560) calendar days after the date the Notice to Proceed is issued to CONTRACTOR. CONTRACTOR shall reimburse the OWNER, for each calendar day elapsing between the substantial date and the actual date of such substantial completion of the contract Work in the amount of $1,000 per calendar day as liquidated damages. CONTRACTOR shall reimburse the OWNER, for each calendar day elapsing between the final completion

date and the actual date of such final completion of the Contract Work in the amount of $500 per calendar day as liquidated damages.

6. Please clarify that Substantial and Final Completion of this project will not be tied to FDEP's operational testing requirement.

   RESPONSE: Completion of the process controls, yard piping, instrumentation, electrical, pump facilities, etc. will be completed under separate contract. Securing approval to commence operational testing will not be required for this project for CONTRACTOR to achieve substantial and final completion.

7. The Agreement language indicates Lump Sum and Unit Price. There was not a Schedule of Values in the bid documents. Please provide a detailed SOV and language to describe the conditions for Lump Sum payment.

   RESPONSE: A bid schedule and associated measurement and payment language is included with this addendum.

8. Who will be the Engineer of Record and the Licensed Professional Geologist that will provide the Services During Construction during this project? In addition to regular daily observation, weekly communication, and technical questions; there is continuous guidance and several critical requests necessary to the FDEP UIC TAC in order to keep a DIW project moving on schedule. CONTRACTOR would like to understand who will be handling this responsibility throughout the project as it is critical to maintaining schedule.

   RESPONSE: CONTRACTOR will be informed of the Engineer of Record and Licensed Professional Geologist prior to issuance of the Notice to Proceed to CONTRACTOR.

9. Please indicate what, if any, topside work will be done in association with this project and provide plans/specs for any topside such as wellhead(s), final well pad(s), valves, pumps, electrical/I&C, etc.

   RESPONSE: Design exhibits and associated technical specifications are included in this addendum that defines the “topside” work to be completed for this project.

10. Please provide additional details of the Injectivity Testing; anticipated pumping rate(s)/durations, source water, etc.

    RESPONSE: Specification section 02770 (Injection Testing), Part 3.2.A. states, “An injection test shall be performed by CONTRACTOR with a pumping/injection phase of approximately 12 hours at different rates with the maximum rate meeting or slightly exceeding 12,950 gpm (18.65 MGD). CONTRACTOR may assume that the maximum injected volume will be 6.22 MG. This equates to injecting at 50% of maximum (6,475 gpm) for 8 hours and injecting at 100% of maximum (12,950 gpm) for 4 hours.

    Two potential injection test water source options are identified in the bid schedule. Bid item B38 (“Perform Injection Test with Onsite Water Source”) assumes that water from the five largest and interconnected onsite percolation ponds can be utilized as the test water source. The estimated useable capacity of the five ponds is approximately 6.5 MG. We cannot guarantee this estimate to be accurate and that the ponds will be at full capacity at the time of the injection test. If the onsite percolation ponds are to be utilized for injection testing, CONTRACTOR should assume that the ponds will need to be

supplemented by CONTRACTOR using temporary water supply wells (to be constructed by CONTRACTOR) or other sources provided by CONTRACTOR. Existing percolation ponds are interconnected via one common 10" drain line. Should water from the percolation ponds be used as the injection test water source, CONTRACTOR shall include the cost in Bid Item B38 to furnish and install temporary pumping facilities as necessary to transfer flow from pond to pond as necessary to accommodate injection testing.

Alternate bid item D1 ("Perform Injection Test with Offsite Water Source") assumes water from the onsite percolation ponds is insufficient and water from the St. Lucie Canal will be utilized. The St. Lucie canal is approximately 1.1 miles south of the project site. If the St. Lucie canal is utilized, the piping route from the canal to IW1 must not obstruct traffic along SW Farm Road. If a combination of onsite and offsite water is utilized for the injection test, payment for completing the injection test will be made under alternate bid item D1 and no payment will be made under bid item B38.

The actual proposed injection test procedure will be established after the construction of IW1 and DZWM1 is complete and mechanically tested and approval to perform injection testing is secured by FDEP.

11. Will other construction/contractors be working at the facility during the DIW construction; and if so please provide details of those timelines and site impacts/constrictions. A site use map showing allowing work and laydown/storage areas would be greatly appreciated. Please clarify what other contractors will be onsite during this contract, and a brief description of their scope and work areas.

    RESPONSE: Other onsite construction may be in progress at any time during this project. Please refer to specification section 01001 (General Requirements), Part 1.4.A., Part 1.10, and design exhibits with this addendum.

12. Please confirm any cement pump of 20bbl or less is not subject to CTL.

    RESPONSE: CONTRACTOR is not required to perform a cement-top temperature log after a cement stage where less than 20 barrels of cement were pumped.

13. When is the anticipated Notice of Award?

    RESPONSE: Notice of Award is anticipated to be issued the first quarter of 2025.

14. Please provide estimated date the Well Construction Permit will be issued and the anticipated issuance of NTP to the successful Contractor.

    RESPONSE: It is anticipated, but not guaranteed that the notice of draft permit will be issued by FDEP within 45 days. It is also anticipated, but not guaranteed, that the final permit will be issued within 60 days after the notice of draft permit is issued (total of 105 days). A full notice to proceed (NTP) to commence drilling will not be issued until after securing the FDEP permit. A partial NTP will be considered to allow CONTRACTOR to provide preconstruction submittals and mobilize equipment to the site. If a partial NTP is issued, there will be no payment for standby time between completion of CONTRACTOR mobilizing to the site and issuance of the full NTP.

15. Please indicate what, if any, potable water source is available onsite and what the approximate flow rate is.

RESPONSE: CONTRACTOR should assume that a potable water source is not available onsite. CONTRACTOR should not assume the fire hydrant located across the street from the site's entrance is available for the CONTRACTOR's use. CONTRACTOR should anticipate the need to secure regulatory approval and construct temporary water supply wells for their water supply for this project.

16. Please provide the electrical power available at the job site. CONTRACTOR plans to use electrically powered drilling rig(s) in order to reduce noise and associated impacts to the surrounding community. Is three phase primary power available at the site for temporary construction services?

    RESPONSE: The available electrical power is 480V, 3-Phase. Please refer to specification section 01001 (General Requirements), Part 1.11.

17. What is the Engineer's estimate for this project?

    RESPONSE: An Engineer's estimate is not available.

18. Is there an area onsite to dispose of excess water produced during drilling activities (i.e. geophysical logging, packer testing, etc.)?

    RESPONSE: CONTRACTOR shall assume that there is not an area onsite to dispose of excess water.

19. There are several references to the possibility of the Project being delivered in multiple phases, and that if that option is exercised it shall no way impact pricing nor constitute a delay. These projects carry significant time/cost to mobilize and demobilize. We request these references be modified to include language that the Owner and Contractor will negotiate in good faith a reasonable cost and time extension to the contract should this option be exercised.

    RESPONSE: It is not anticipated that this Project will be performed in multiple phases; provided, however, the Owner, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases and such option, if exercised, shall in no way impact the pricing of the Project nor constitute a delay. CONTRACTOR may propose a Change Order to request a pricing change or time extension pursuant to the terms of the contract.

20. Can you confirm the contract value will be paid in full (lump sum) and that unit prices are for additional work that may be added to the contract via change order, if needed?

    RESPONSE: Please refer to the bid schedule and measurement and payment sections included with this addendum. The amount paid to CONTRACTOR will be adjusted (additive or deductive) based on the measured quantities completed and installed.

21. General Conditions Article 3, 3.03,A., 3.: Deleting this statement places excessive risk on the Contractor by making the Contractor liable for any conflicts, errors, ambiguity or discrepancies in the Contract documents, even if the Contractor had no previous knowledge of these discrepancies. We request this be reinstated as originally written: "Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof."

    RESPONSE: CONTRACTOR is required to review the Contract Documents prior to entering into the Contract and report any conflict, error, ambiguity, or discrepancy therein.

22. Many injection well contracts allow for payment at the same rate as "Standby / Extra Work" for adverse downhole conditions (ADC) such as dredging beyond the approved preliminary schedule duration as a form of Risk Sharing / Contract Cost Reduction. Will the Owner agree to insert language whereby the Contractor can bill for Adverse downhole conditions at the rate in the Contract for Standby / Extra Work, and as an extension, request additional contract time related to the ADC event? All requests, if any, would require approval by the Engineer and Owner.

    RESPONSE: Extensive information of formation conditions surrounding the project site is available online. CONTRACTOR should familiarize himself with this information to provide an informed bid. Each request by CONTRACTOR for additional time and money will be addressed on an individual basis.

23. General Conditions Article 7, 7.09, B.: This section states in part, "To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work." We request deleting this language.

    RESPONSE: This language will not be deleted. Owner intends to turn over the Work to the Village of Indiantown upon completion, and the Village has certain processes and requirements that must be accomplish prior to accepting the Work.

24. General Conditions Article 7, 7.10, A.: "Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work." What assessments are anticipated related to this project?

    RESPONSE: Assessments are not anticipated to be levied; provided, however, to the extent there are any, CONTRACTOR is required to pay such assessments.

25. General Conditions Article 8, 8.01, D..: Under "Other work at the site" it states in part, "Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work…" What type of work, if any, is anticipated of the Contractor in regards to "other work at the site"?

    RESPONSE: No additional work is anticipated for this project concerning “other work at the site”.

26. General Conditions Articles 16, 16.01, A. and 16.04, A.: This section states in part, "At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer…" and "If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days…" These projects require significant resources to complete. We request "90 consecutive days" be changed to "10 consecutive days".

    RESPONSE: The Owner will consider this change prior to executing the final contract.

27. Supplementary Conditions SC-6.03, 1, e+f: We request removal of these coverages (Pollution and Builder's Risk), as they are not standard for injection well projects.

RESPONSE: The Owner will consider this change prior to executing the final contract.

28. Section 02700, Part 3, 3.1, J: "Complete wellheads, permanent concrete pads, piping, valves, electrical, instrumentation and all other appurtenances necessary to complete the injection well system." Please provide detailed drawings and specification sections related to these items as applicable. As it stands, there is no information on how to complete the well above grade. Please include site plans with contractor's limits of construction, site laydown areas, potential water sources, location of the wells, etc. At the pre-bid, there were two pipes extending above ground in the general area of where the injection well may be constructed. What are the pipes being used for? Can they be removed? If removed, do they need to be replaced?

    RESPONSE: Please refer to the design exhibits and specifications included with this addendum. CONTRACTOR shall provide the water supply for the project. This may include securing permits and constructing temporary water supply wells. Existing referenced pipes are related to influent force main for the wastewater treatment plant and shall remain in service and be protected throughout the duration of construction.

29. Section 02745: Confirm size of dummy tool requirements for verifying roundness of 24-inch O.D. final casing.

    RESPONSE: The inside diameter of the final casing shall be 23 inches. The maximum outside diameter of the specified FRP injection tubing coupling is 22.61 inches. The dummy tool size shall match the maximum possible diameter of the FRP couplings (maximum possible diameter anticipated to be 22.61 inches) for purposes of checking the roundness of the final casing.

30. Section 02745: Has a single continuous longitudinal welded seam for the final casing been approved by FDEP for use on this project?

    RESPONSE: FDEP was provided specification language with the permit application that stated, “Each final casing section shall either be seamless or joined with a single continuous longitudinal welded seam. The casing section shall not be joined with a spiral weld.” Although a notice of draft permit has not yet been issued by FDEP, we do not anticipate FDEP issuing a Request for Additional Information.

31. Section 02745: "Any exposed final casing below the injection tubing shall be coated internally. The coating shall be approved by the Engineer prior to application." Please provide coating specifications.

    RESPONSE: Exposed final casing (both internally and externally) below the final casing cement packer and below the injection tubing shall be sand (brush) blasted (SSPC “SP7” standard) to remove any traces of mill varnish from its interior/exterior surface. The final casing shall be coated with Polyamide Epoxy-Coal Tar (Tnemec Series 46H-413, Hi-Build Tneme-Tar). CONTRACTOR shall coordinate with the Engineer to provide inspection of the casing after surface preparation and prior to coating. CONTRACTOR shall prepare the casing and apply the coating in accordance with Tnemec requirements.

32. Section 02745: "Injection Tubing: The injection tubing shall be nominal size of 18 inches (16.55-inch I.D., -inch coupling O.D.), Red Box 1250 FRP tubing as manufactured by Future Pipe Industries, or an approved equal." "The uppermost tubing section which extends above pad level, as shown on the drawings, shall be Schedule 40S, Duplex 2205 pipe, conforming to ASTM A312." Drawings are referenced above that were

not included in the bid package. Please include the drawings being referenced and please indicate the SIZE (OD) of the upper most tubing section that is required to complete the injection well above grade.

RESPONSE: Please refer to the drawing exhibits included with this addendum. The uppermost final casing section which extends above pad level, as shown on the drawings, shall be Schedule 40S, Type 316L, conforming to ASTM A778 with an inside diameter of 23 inches. Steel casing to stainless steel casing connections shall be welded as indicated on the drawings using 309 Mo welding rods. Alternate welding rods will be considered by the Engineer should CONTRACTOR conclude that 309 Mo welding rods are not suitable and provides an alternate welding rod and justification of its suitability over a 309 Mo welding rod.

The uppermost injection tubing section which extends above pad level, as shown on the drawings shall be Schedule 40S Type 316L, with an inside diameter of 16.5 inches.

33. Section 02770: "An injection test shall be performed by the Contractor with a pumping/injection phase of approximately 12 hours at different rates with the maximum rate meeting or slightly exceeding 12,950 gpm (18.65 MGD)." This would generate velocity of nearly 19.5 fps in the 16.55" ID injection tubing. Please confirm max rate.

RESPONSE: The maximum rate is 12,950 gpm; equivalent to 10 fps in the final casing as is acceptable by FDEP with an injection tubing with a fluid-filled annulus.

34. Section 02770: "Owner's facilities used for injection testing shall not be out of service or use to the Owner for more than 72 hours. After this time has elapsed, the facilities shall be returned to service, regardless of the status of the test. If additional "out of service" time for the facilities is required, they shall be re-scheduled but assumed not to occur until the facilities are back in regular service at least 48 hours." Using the timeframes listed in the specifications, the minimum total time required for the injection test is 63 hours. At what point would Owner's facilities be taken "offline" and at what point can Owner's facilities be placed back in service? This is a tight window.

RESPONSE: Owners facilities will not be removed from service during injection testing. There is not a 72-hour limitation for performing injection testing.

[*End of Attachment 1*]

Attachment 2

Supplement to Technical Documents

SECTION 01001 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 SUMMARY

A. Construct Work as described in the Contract Documents.

1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.

2. This section briefly describes the Work to be performed as part of the Village of Indiantown, Wastewater Treatment Facility Injection Well System located in Martin County at 14843 Southwest 168th Avenue, Indiantown, Florida 34956. Detailed requirements and extent of work are stated in applicable specification sections and shown on the Drawings. It is the intent of these specifications that project elements constructed be fully integrated and compatible with each other in all aspects for a complete injection well system.

3. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.

4. Provide the civil, structural, mechanical, electrical, instrumentation and all other Work required for a complete and operable Project.

5. Test and place the completed Project in operation.

6. Provide the special tools, spare parts, lubricants, supplies, or other materials as indicated in Contract Documents for the operation and maintenance of the Project.

7. Arrange and coordinate with Supplier for deliveries of OWNER purchased products in accordance with construction schedule, coordinate to avoid conflict with work and conditions at the site. Unload the products at the site, and store and protect the products in accordance with the Supplier's instructions.

8. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR and coordinated with the ENGINEER as though originally so indicated, at no increase in cost to the OWNER.

9. CONTRACTOR shall comply with all applicable federal, state and local safety regulations, laws and standards, as well as any specific Martin County or Village of Indiantown requirements while completing the work.

10. Except as specifically noted, the CONTRACTOR shall provide and pay for:

    a. Labor, materials, and equipment.

    b. Tools, equipment and machinery.

    c. Water, electricity, and other utilities required to complete the project.

d. Other facilities and services necessary for proper execution and completion of the work.

e. Permits, surveys, and testing.

B. The CONTRACTOR and its SUBCONTRACTORS shall meet the qualification requirements as defined.

1.2 DESCRIPTION OF WORK

A. Work is described in general, non-inclusive terms as:

1. One Class I injection well (IW1), tubing and packer design with a final casing string of 24-inch outside diameter and total open-hole depth of 3,300 feet below pad level, that may be permitted to accept an injection rate of approximately 18.65 million gallons per day (MGD). The injection well shall include the installation of wellhead components suitable for the connection and operation of a completed system.

2. One associated dual-zone deep monitor well (DZMW-1) including the installation of wellhead components.

3. Four water-table monitor wells that will either be plugged and abandoned in place or completed with flush mounted vaults and lockable caps at the end of the project.

4. Completion of one 12-hour injection test.

5. A finished site that is acceptable to the ENGINEER and OWNER.

1.3 CONTRACT METHOD

A. The WORK hereunder will be constructed under a single lump sum contract.

1.4 WORK UNDER OTHER CONTRACTS

A. Where two or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the CONTRACTOR so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other CONTRACTOR's and shall cooperate fully with such CONTRACTOR's to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

B. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the

relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work to minimize interference with said relocation, altering, or other rearranging of facilities.

C. Obtain clarification from the OWNER in the case of a disagreement and those specified elsewhere in the Contract Documents.

D. Completion of the Work described in this Contract may impact the construction and testing of the items listed above.

1. Coordinate construction activities through the OWNER.

2. Pay claims for damages which result from the late completion of the Project or any specified Milestones.

1.5 WORK SEQUENCE

A. The following items represent and identify the general outline of work to be performed by the CONTRACTOR. The detailed sequence of work for the construction and testing of the wells is outlined in Section 02700 Well Construction Sequence.

1. Obtain necessary permits, provide submittals and prepare a video recording of pre-existing site conditions.

2. Establish site security and site access.

3. Selectively clear construction site as required.

4. Mobilization of drilling equipment to the site.

5. Set pit pipes.

6. Construction of temporary drilling pad and installation of water-table monitoring wells.

7. Construct temporary water supply well(s) as required for drilling make-up water and other water supply needs for construction.

8. Survey location and elevation of pad monitor wells and survey the pad elevation to North American Vertical Datum (NAVD) of 1988 prior to drilling startup.

9. Construction and testing of IW1.

10. Construction and testing of DZMW1.

11. Performance of short-term injection test.

12. Demobilization.

13. Site Restoration.

B. During the construction and testing of IW1 and DZMW1, FDEP approval is required prior to proceeding with certain stages of the Work as outlined in Section 02700.

1.6 PRESERVING WATER QUALITY

A. The waters of the project area are classified Class III. Adequate silt containment procedures and equipment shall be used to control turbidity at all times at no additional expense to the OWNER. The injection well and deep monitor well will be drilled into aquifers containing saline water under positive (Artesian) pressure. The shallow aquifer contains fresh water at the well site.

B. Requirements are set forth in these specifications regarding the handling of brackish water, injection-zone effluent, drilling fluids, and cuttings. Requirements also are set forth for controlling the flow of the wells during construction and providing a closed, circulation system for all drilling operations.

C. It is essential that brackish or salty water produced from any source during drilling operations is prevented from contaminating the shallow aquifer which contains fresh water. Any water produced during drilling shall be confined in a closed-circulation system. Temporary drilling pads will be required to enclose the proposed injection well and deep monitor well and shall be constructed to retain spillage of water from drilling and related operations.

D. Water-table monitor wells shall be installed as specified. Due precautions shall be taken to prevent spills; any spillage of fluids shall be returned to the closed-circulation systems. In the event of any unusual occurrences during construction activities (e.g. on-site spills, artesian flows, large volumes of circulation losses, etc.), the CONTRACTOR shall inform the ENGINEER immediately and act in accordance with the FDEP construction permit.

E. The CONTRACTOR shall be responsible for the cost of all cleanup activities attributable to his drilling operations at the well construction site, including installation and pumping of additional monitor wells at the site, as directed by the ENGINEER.

F. Flowing conditions in IW1 and DZMW1 shall be kept under control at all times. Salt may be used as a flow-suppression additive when drilling through formations under artesian pressure (ie within the Floridan Aquifer System).

1.7 WATER

A. The CONTRACTOR shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the ENGINEER.

B. All water connections points to the Village system shall be equipped with a reduced pressure principle type backflow preventer and meter. Both devices shall be installed according to Village and County Standards and any or all devices shall be obtained from the Village if the Village requires that their devices are to be installed.

C. Prior to final acceptance, temporary connections and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the ENGINEER.

D. The CONTRACTOR shall be responsible for securing permits, licenses, or approvals that must be obtained for sources of water required for construction.

E. The CONTRACTOR shall provide the OWNER and ENGINEER a description of their water supply needs at a required pre-construction meeting.

1.8 CONTRACTOR USE OF SITE

A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices to areas designated on the Drawings.

B. The CONTRACTOR may use only the access designated by the OWNER and as shown on the drawings for access to the work locations. The CONTRACTOR shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the OWNER and ENGINEER. The CONTRACTOR shall be responsible for obtaining any permits necessary to use the access.

C. The CONTRACTOR shall submit a detailed construction schedule prior to the commencement of any site work. The construction schedule shall include a proposed spud date.

D. The CONTRACTOR may perform the well construction and testing activities at the site 24 hours per day, 7 days per week.

E. The CONTRACTOR shall schedule all work or tests, which will be attended (as required by the permit) by representatives of the FDEP, during regular FDEP working hours.

1.9 OUTAGE PLAN AND REQUESTS

A. Unless the Contract Documents indicate otherwise, the CONTRACTOR shall not remove from service, de-energize, or modify settings for any existing operating tank pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the ENGINEER.

B. Where the WORK requires modifications to existing facilities or construction of new facilities and connection of new facilities to existing facilities, the CONTRACTOR shall submit a detailed outage plan and schedule for the ENGINEER'S approval a minimum of 2 weeks in advance of the time that such outage is planned.

C. A completed System Outage Request form (blank furnished by the ENGINEER) shall accompany each outage plan. The outage plans shall be coordinated with the construction schedule and shall meet the restrictions and conditions of the Contract Documents. The outage plan shall describe the CONTRACTOR's method for preventing bypassing of other treatment units; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring, and alarms for the treatment plant processes; and the manpower, plant, and equipment which the CONTRACTOR will furnish for proper operation of associated treatment units. All costs for preparing and implementing the outage plans shall be at no increase in cost to the OWNER.

D. The ENGINEER shall be notified in writing at least one week in advance of the required outage if the schedule for performing the work has changed or if revisions to the outage plan are required.

E. The CONTRACTOR shall provide written confirmation of the shutdown date and time two (2) working days prior to the actual shutdown.

1.10 OWNER USE OF THE SITE AND OCCUPANCY

A. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

B. Testing of equipment and appurtenances including specified test periods, training, and startup does not constitute acceptance for operation.

C. OWNER may accept the facility for continued use after startup and testing at the option of the OWNER. If acceptance is delayed at the option of the OWNER, shut down facilities per approved Operation and Maintenance procedures.

D. The execution of bonds indicates the consent of the surety to these provisions for occupancy of the structures and use of equipment.

E. Provide an endorsement from the insurance carrier permitting occupancy of the structures and use of equipment during the remaining period of construction.

F. Conduct operations to ensure the least inconvenience to the OWNER and general public.

1.11 POWER AND ELECTRICAL SERVICES

A. Pay for temporary power, including but not limited to construction cost, meter connection, fees and permits.

B. CONTRACTOR may use the permanent power source in lieu of temporary power source when permanent power is available at the Site. However, approval from the OWNER is required.

a. Notify ENGINEER and OWNER to use the permanent power source.

b. Arrange with the power utility and pay the charges for connections and monthly charges for use of this power.

C. Pay for the power consumed until the Project has been accepted as substantially complete, unless noted otherwise.

D. The CONTRACTOR shall furnish and install the electric meter base, current transformers including cabinet (if required) in accordance with electrical standards and requirements.

E. The utility company is to provide the electric meter and shall install and connect upon notification of completed work by the CONTRACTOR.

F. Utility pole mounted transformer to be provided and installed to the new overhead lines by the utility company.

G. The utility is to provide power cable from the secondary of the transformer to the weatherhead.

1.12 SANITARY FACILITIES

A. The CONTRACTOR shall provide temporary restroom facilities for field crews.

1.13 SAFETY PRECAUTIONS

A. The CONTRACTOR is specifically cautioned that various dangerous chemicals and high voltage electrical power will be in routine use at the treatment plant. The CONTRACTOR shall educate all field and supervisory personnel regarding standard safety practices and first aid procedures for accidental exposure to any, and all, compounds in use at the site.

1.14 HURRICANE SAFETY PRECAUTIONS

A. Upon the issuance of a “Hurricane Watch” by the National Weather Service, the CONTRACTOR shall make appropriate site preparations. At a minimum these preparations shall include securing all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination. The CONTRACTOR shall also properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.

1.15 SECURITY

A. The CONTRACTOR shall be fully responsible for the safety and security of the work and site. Any temporary measures required to maintain the security of the area shall be the CONTRACTOR's responsibility. This shall include but not be limited to temporary fencing, security guards (as needed and as approved), etc., and any related permits.

1.16 CONSTRUCTION TRAILER

A. The CONTRACTOR shall provide an on-site office with telephone and electric service as required for his use. Plant facilities will not be available for use by the CONTRACTOR.

1.17 FIELD OFFICE

A. The CONTRACTOR shall provide a suitable, weatherproof field office for use by the ENGINEER and his representatives. The field office may incorporate additional space for the CONTRACTOR’s use as a construction trailer with a separate lockable facility, subject to ENGINEER’s approval. The office shall be located in a position which, in the opinion of the ENGINEER, is adequate for the inspection of the work, including at least one full-size window facing the drill rig(s). The field office shall be supplied with reliable internet service. The CONTRACTOR shall maintain the field office in good repair and acceptable appearance, provide weekly cleaning and monthly pest control services and

maintenance and replenishment, as applicable, of paper towels, soap, toilet paper and bottled-water service. The field office shall consist of one or more trailer-type, mobile structures with the following features and equipment, new or like new in appearance and function, and shall include, at a minimum:

All metal frame	All metal exterior, sides and roof
Toilet and wash basin with running water and drains	Sanitary facilities in compliance with State and local health authorities for the trailer
Insulated double walls, floor and roof	Self-contained, built in electric heater with self-contained air-conditioning unit
Fluorescent or LED ceiling lights	110-volt electric wall outlets
Minimum interior height: 7 feet	Minimum interior width: 12 feet
Minimum interior length: 25 feet	Entrance door(s) equipped with cylinder locks
Railed stairway to all entrances	Minimum of one (1) window
Bottled water service	Full size refrigerator
Work surface (1), 30 inches wide and 10 feet in length at desk height	Desk, 30 inches by 60 inches
Swivel chairs (2)	Wastepaper basket (2)
First-aid kit	Highest quality internet service available
Office copier and scanner	CO2 fire extinguisher, 10lb capacity
Hurricane anchors and all other precautions as regulated by the permitting authority	Pest control as necessary (insect, rodent, etc.)

1.18 REQUIREMENTS OF OTHER AGENCIES

A. When performing Work on facilities owned by agencies other than OWNER, comply with all requirements of such agencies which are more restrictive than those specified herein.

1.19 PROTECTION OF EXISTING STRUCTURES

A. The CONTRACTOR shall assume full responsibility for the protection of all existing buildings, structures, poles, signs, services to buildings, hydrants, drains, ductbanks and electric and telephone cables, whether or not they are shown on the Drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the CONTRACTOR's operations shall be repaired by the CONTRACTOR at CONTRACTOR's expense.

B. Protection and temporary removal and replacement of existing structures as described in this Section shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the Lump Sum.

1.20 STAGING AREA

A. All construction trailers and equipment storage shall occur only within the designated staging area. All CONTRACTOR parking shall be within the staging area unless prior written approval for additional parking areas is provided by the ENGINEER.

B. The CONTRACTOR shall take note that some improvements to the staging area may be required to facilitate its use and shall be responsible for all costs for any and all improvements to the staging area. No vehicles may be stopped on existing pavement or

walkways for parking or unloading without the approval of the ENGINEER. A site layout plan must be approved by the ENGINEER before any equipment or materials may be placed onsite.

1.21 PROJECT MANAGER, PROJECT SUPERINTENDENT, AND DRILLER

A. Project Manager: The CONTRACTOR shall provide a Project Manager to this project as a supervisor to oversee proper performance of the Work. The Project Manager shall have the authority to make decisions on behalf of the Prime CONTRACTOR. The Project Manager shall be responsible for all coordination, document handling, submittal review and processing, quality control and project scheduling. The Project Manager shall be a direct employee of the Prime CONTRACTOR and shall fluently speak, read and write English. The Project Manager, once approved by the OWNER and the ENGINEER shall not be replaced without prior consent by the ENGINEER.

B. Superintendent: The CONTRACTOR shall provide, on a full-time basis, a dedicated Project Superintendent specific to this project as an onsite supervisor to oversee proper performance of the Work. The Superintendent shall be onsite during construction activities. The Project Superintendent shall be a direct employee of the Prime CONTRACTOR. The Superintendent shall fluently speak, read and write English. The Project Superintendent, once approved by the OWNER and the ENGINEER shall not be replaced without prior consent by the ENGINEER. The CONTRACTOR shall be capable of staffing the project such that at least one Superintendent, meeting the criteria above, can be onsite at all times when there is construction activity on IW1 or DZMW1.

C. Driller: The CONTRACTOR shall provide, on a full-time basis, at least one Driller. The CONTRACTOR shall be capable of staffing the project such that at least one Driller, meeting the criteria above, can be onsite at all times when there is construction activity on IW-1 or DZMW-1.

1.22 SPECIAL CONSIDERATIONS

A. Project Inspection: The ENGINEER will be inspecting the work on a non-full time basis. The CONTRACTOR shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered, nor test results accepted without prior witness by the ENGINEER. Inspections by the ENGINEER shall not be performed in lieu of other inspections required by Village, County, State or Federal requirements. Many activities require inspection during the performance of the work. This includes but not limited to casing installation, annular grouting, and geophysical logging. The CONTRACTOR shall provide the ENGINEER a 12-hour notice of the anticipated time the activity will begin. The CONTRACTOR shall provide a second notice at 2 hours prior to the scheduled start time. The intent of the second notice is to confirm activities are on schedule. Every effort shall be made to provide accurate scheduling to the ENGINEER.

B. Existing Facilities: The construction drawings do not show all existing piping, valving, electric conduit, instrument conduit, or telephone lines which may interfere with this construction. The size, location and material of existing facilities which are being connected to or deflected in this project shall be field confirmed prior to ordering or submitting shop drawings or ordering materials.

C. CONTRACTOR Coordination: The CONTRACTOR shall assume that other construction work will be simultaneously underway at the construction site. Other CONTRACTORS may use the site access route. Should this be the case, the CONTRACTOR shall coordinate the continued use of staging area, access points and the construction area. Site security shall be maintained at all times to the satisfaction of the OWNER and ENGINEER. The CONTRACTOR shall be required to coordinate all work to accommodate other CONTRACTORS as required by the ENGINEER.

D. Noise: The CONTRACTOR is specifically advised that the project site is located in close proximity to existing residential properties. CONTRACTOR shall employ all necessary means and methods required to mitigate the noise impacts to the adjacent residents including the use of sound barriers and electric driven drill rigs as necessary to comply with all applicable OWNER and County noise ordinances. All CONTRACTOR equipment shall be equipped with hospital grade silencers, as applicable.

E. Vibration: CONTRACTOR shall submit and implement a ground vibration and noise monitoring plan for nearby structures. At any time during construction the OWNER or ENGINEER reserves the right to require vibration and noise monitoring. Vibration and noise monitoring shall be implemented within seven (7) days upon direction of the OWNER or ENGINEER and shall be performed during all remaining construction activities. Monitoring equipment shall be recently calibrated, capable of continuous data collection and data storage. Vibration and noise data collected during construction activities shall be downloaded and submitted by the CONTRACTOR on a daily basis or as directed by the ENGINEER. The CONTRACTOR shall be responsible for any damage due to excessive vibration or sound. CONTRACTOR is solely responsible for all labor, equipment and materials required to perform vibration and sound monitoring during construction activities.

1.23 MATERIALS

A. All materials used on the project which are in contact with potable water directly or indirectly, shall be NSF 60/61 approved for contact with potable water and acceptable to agencies with jurisdiction. It shall be the CONTRACTOR's sole responsibility to ensure and confirm that all materials used on this project comply with this requirement.

1.24 DISPOSAL OF DRILL CUTTINGS AND FLUIDS

A. Drill cuttings and drilling fluid shall be removed from the drilling site and disposed of at a regulatory agency-approved location. The CONTRACTOR shall furnish to the ENGINEER and OWNER, prior to beginning construction, the name and location of his disposal site along with documentation that the site has been approved by the appropriate regulatory agencies.

1.25 CONDITIONS AND HAZARDS

A. The CONTRACTOR is advised and should be aware of difficult drilling conditions and problems he may encounter during the drilling, construction, and testing of the wells. Difficult drilling conditions and problems include, but are not limited to, lost circulation, cavities and fractured zones in the Floridan Aquifer; and potential squeezing zones and sand intervals within the Hawthorn Group clays, along with attendant caving problems.

B. A priority requirement of these Specifications is the drilling of straight holes and setting of all casings to specified depths. Hole straightness, which will permit casings to be set at specified depths and facilitate achievement of proper cement seals, shall not be sacrificed for drilling speed. These and other pertinent factors shall be taken into consideration by the CONTRACTOR in planning and executing the work.

C. The goal of this program is the successful completion of the injection well and associated dual-zone deep monitor well described in these Contract Documents. In the event of any problems or difficulty which, in the ENGINEER's opinion, may jeopardize the successful completion of a well in accordance with the construction permit, current regulations, or Contract Documents and approved changes, it is the CONTRACTOR's responsibility to perform work required to successfully remedy any problem and perform such surveys and testing as necessary to demonstrate the problem has been solved and the well is in compliance with the Contract documents.

D. The CONTRACTOR shall bear all costs of testing, surveys and work deemed necessary by the ENGINEER, OWNER and/or the appropriate regulatory agencies to confirm that the problem has been resolved or corrected and that the construction is in compliance with the Technical Specifications and any approved changes, the permit and all appropriate regulations.

E. The CONTRACTOR shall submit to the ENGINEER a detailed plan of action to identify and/or solve the problem and the ENGINEER shall review the plan of action. In the event that the problem is considered serious enough to jeopardize the successful completion of the well, in accordance with the drawings and Specifications, the ENGINEER may request technical concurrence from the regulatory and scientific agencies in accordance with the construction permit. No compensation (standby time or otherwise) shall be paid for the time spent by the CONTRACTOR during the entire period of review and approval. The ENGINEER shall notify the CONTRACTOR that:

   a. The CONTRACTOR's plan of action is acceptable;

   b. The CONTRACTOR's plan of action is acceptable with the ENGINEER's suggested modifications;

   c. The CONTRACTOR's plan of action is unacceptable.

F. Under (a.), the CONTRACTOR shall proceed with the plan of action. The CONTRACTOR shall bear all costs of surveys associated with detecting the problem, implementing his plan of action and tests to confirm that the plan of action was carried to successful completion and to obtain the approval of the ENGINEER. If the ENGINEER is satisfied that the problem has been solved by the CONTRACTOR, then the CONTRACTOR shall proceed with the construction of the well, bearing all costs of the plan of action and the ENGINEER's program to confirm successful completion.

G. Under (b.), the CONTRACTOR shall re-submit his plan of action to the ENGINEER with necessary backup and justification for a revised plan of action. The ENGINEER shall notify the CONTRACTOR that the revised plan of action is either acceptable or unacceptable.

H. Under (c.), if the plan of action is not acceptable to the ENGINEER and the CONTRACTOR elects to pursue the unacceptable plan of action, then two options exist for the ENGINEER:

a. OPTION 1: If the unacceptable plan of action jeopardizes the well construction, completion or operation in the ENGINEER's opinion, and the CONTRACTOR elects to implement the unacceptable plan of action, the ENGINEER may declare the well defective and require abandonment by the CONTRACTOR. A determination shall be made by the ENGINEER whether to abandon the well or attempt to correct the existing well. The CONTRACTOR shall bear all costs of rig time, etc., from original verbal notification and all cost of either abandoning the well or taking steps to complete a successful well.

b. OPTION 2: If the unacceptable plan of action does not jeopardize the well construction, completion, or operation in the ENGINEER's opinion, the CONTRACTOR may, at his own risk, proceed with his plan of action. The CONTRACTOR shall bear all costs associated with his plan of action including testing, remedies, surveys and programs to solve the problem. When completed, the CONTRACTOR shall notify the ENGINEER that the problem has been solved. The CONTRACTOR shall bear all costs of testing, surveys and work deemed necessary by the ENGINEER to confirm that the problem has been solved. If the ENGINEER is satisfied that the problem has been solved by the CONTRACTOR, then the CONTRACTOR shall proceed with the construction of the well, bearing all costs of the plan of action and the ENGINEER's program to confirm successful completion.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 THE SUMMARY

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 LUMP SUM PAYMENT ITEMS

A. Measurement for progress payments of lump sum items will be made on the basis of the earned value for each item shown as a percentage of the cost for the lump sum item as listed in the Schedule of Values. The CONTRACTOR shall submit a schedule of values to the ENGINEER for approval.

B. Payment will be made at the lump sum price as named in the Bid Schedule which price shall constitute full compensation for the complete and proper construction of the Work as shown on the Contract Drawings and specified herein. Payment at Final Completion will be equal to the total lump sum amount for that item.

1.3 UNIT PRICE PAYMENT ITEMS

A. Measurement for progress payments will be as indicated for each unit price item as listed in the attached Bid Schedule.

B. Payment will be made at the unit price as named in the Bid Schedule which price shall constitute full compensation for the complete and proper construction of the Work as shown on the Contract Drawings and specified herein.

1.4 MEASUREMENTS - GENERAL

A. Units of measure shown on the Bid Schedule Form shall be as follows unless otherwise specified in the Contract Documents.

UNIT	MEASUREMENT
FT3	Cubic Feet – Field measure by ENGINEER within the limits specified or shown
EA	Each – Field Count
HR	Hours – Number of hours of work performed as documented by the ENGINEER
LF	Linear Feet - Field measure by ENGINEER
LS	Lump Sum – Unit is one. No measurement is made

B. The CONTRACTOR will be paid for work performed under this contract according to ENGINEER approved percentage of completion for each lump sum item on the schedule of values and adjusted per the unit adjustment prices set forth in these documents to the extent the actual placed quantities differ from the quantities shown on the bid schedule, all as further described and set forth below and in other sections of this document. The items included in the sections below describe the lump sum items and unit adjustment items included on the bid schedule.

1.5 GENERAL CONDITIONS (BID ITEM A01)

A. This pay item shall include the costs to comply with all elements of the General Conditions of the Contract, including but not limited to: compliance with the requirements of the General Conditions, record keeping, safety and permitting. This item shall include all work, materials and equipment necessary to complete all work in contract documents that is not specifically identified in other bid items. Payment for this item will be based on the percent complete of the work. For example, when 50% of the Contract amount is completed, 50% of this item will be paid.

1.6 BONDS AND INSURANCE (BID ITEM A02)

A. Basis of Payment: Payment shall include all compensation for bonds, insurance and indemnification in accordance with the Contract documents.

1.7 MOBILIZATION/DEMOBILIZATION (BID ITEM A03)

A. Consists of the preparatory work and operations in mobilizing/demobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, materials, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. Payment for all work, materials and equipment will be made at the lump sum amount for mobilization and demobilization of all material and equipment to complete the subsurface drilling/testing work. For purposes of the Schedule of Values the amount assigned to mobilization shall not exceed 60% of the sum of the amount assigned to this bid item. The remaining 40% shall be assigned to demobilization. The costs of any other pre-construction expense necessary for the start of the Work, excluding the cost of construction materials, is to be included in the lump sum bid item for Mobilization.

1.8 STANDBY WITH DRILLING CREW (BID ITEM NO. A04)

A. The OWNER and/or ENGINEER may order the CONTRACTOR to stop operations. The OWNER and ENGINEER shall schedule the request, so it causes a minimum of disruption. The CONTRACTOR shall be reimbursed at rates listed in the bid. Standby time shall be approved in advance by the ENGINEER. Driller and Superintendent must be present on site to meet the definition of “with crew”. Standby time shall not be paid for any time awaiting FDEP approvals relating to the requirements of the FDEP UIC construction permit.

1.9 STANDBY WITHOUT DRILLING CREW (BID ITEM NO. A05)

A. The OWNER and/or ENGINEER may order the CONTRACTOR to stop operations. The OWNER and ENGINEER shall schedule the request, so it causes a minimum of disruption. The CONTRACTOR shall be reimbursed at rates listed in the bid. Standby time must be approved in advance by the ENGINEER. Standby time shall not be paid for any time awaiting FDEP approvals relating to the requirements of the FDEP UIC construction permit.

1.10 INSTALL WATER TABLE WELLS (BID ITEM NO. A06)

A. Payment for all work, materials and equipment will be made at the lump sum price for installing, sampling, maintaining and completing all water table monitor wells. This unit adjustment includes drilling, installing, developing (to turbid free conditions), surveying, maintaining, repairing (if necessary), weekly purging and sampling that meet permit requirements and FDEP SOPs, plugging and abandoning (or completing) of monitor wells that adequately intercept the top of the water table. Payment of 60% of the unit adjustment price will be made upon completion of installation, development and surveying of the wells. Payment of remaining 40% of unit adjustment price will be made upon completion of maintaining, repairing, purging, sampling and abandoning (or completing) the wells.

1.11 DRILLING AND REAMING (BID ITEM NO. B01, B07, B15, B25, B26, C01, C05, C13, C17)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot drilled**. This unit adjustment price includes inclination surveys and geolograph recording. There will be no payment for re-drilling due to dredging. This unit adjustment includes collecting drill cutting samples through strata not previously intersected by a pilot hole.

1.12 DRILLING 12-INCH PILOT HOLES (BID ITEM NO. B05, B11, B19, C09)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot drilled**. This unit adjustment price includes collecting drill cutting samples, collecting water-quality samples, performing inclination surveys and geolograph recording as specified. There will be no payment for re-drilling a previously cemented or filled pilot hole or borehole (overlapping holes), or for re-drilling due to dredging.

1.13 GEOPHYSICAL AND DOWNHOLE VIDEO LOGGING (BID ITEM NO. B02, B06, B08, B12, B16, B22, B27, B30, B35, B37, C02, C06, C10, C14, C18, C23,)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for each logging and video event. No measurement is made for these items. This item includes performing logging as specified. There will be no additional payment for performing additional logging if the logging tools are unable to be lowered to the total borehole depth or if the borehole is not sufficiently conditioned to successfully complete the logging as specified. There is no additional payment for performing additional logging under dynamic/pumping conditions if the CONTRACTOR is unable to pump out of the borehole at an acceptable rate or if the CONTRACTOR has insufficient storage onsite to contain the pumped water prior to completing dynamic logging. Payment for cement-top temperature logging is included in the applicable items for cementing.

1.14 CASING AND TUBING INSTALLATION (BID ITEM NO. B03, B09, B17, B28, B32, C03, C07, C15, C19)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per foot of casing installed below pad level**. This item includes: properly welded connections; centering guides; checking roundness in each IW1 24-inch casing section; internally coating section of IW1 24-inch located below FRP tubing; an approved cement "packer" seal for the IW1 and DZMW1 FRP tubings; tubing with sand-impregnated rough coat finish for cement portion of DZMW1; transition and stainless steel casing to complete the IW1 final casing and injection tubing string.

1.15 CEMENT AND ADDITIVES (BID ITEM NO. B04, B10, B18, B29, C04, C08, C16, C20)

A. Payment for all work, materials and equipment will be made at the unit adjustment price **per cubic foot of cement installed below pad level.** This unit adjustment item includes: cement plans prior to each stage; all additives; cement samples; cement tags; cement-top temperature logging and time for cement setting. Payment for back-plugging pilot holes is not included in these items.

1.16 PILOT HOLE CEMENT BACKFILL (BID ITEM NO. B14, B24, C12)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for backfilling pilot holes as specified. No measurement is made for these items. CONTRACTOR shall install as much cement in as many stages as necessary to meet specifications. This item includes: installing a cement bridge plug in IW-1 near the injection zone; and installing gravel in the monitor zones of DZMW1.

1.17 CORING (BID ITEM NO. B20)

A. Payment for all work, materials and equipment will be made at the unit adjustment price for **each successful coring event**. This unit item includes obtaining cores that meet the required lengths. This unit adjustment item also includes providing boxes for proper storage and delivery to the proper regulatory authority.

1.18 CORE ANALYTICAL TESTING (BID ITEM NO. B21)

A. Payment for all work, materials and equipment will be made at the unit adjustment price for **each core sample analysis performed**. This unit adjustment item includes shipping to the laboratory and laboratory testing as specified. Up to 3 core samples per core will be selected for analysis.

1.19 PACKER TESTING (BID ITEM NO. B13, B23, C11)

A. Payment for all work, materials and equipment will be made at the unit adjustment price for **each packer test**. This unit adjustment item includes performing tests using either a single packer or a straddle-packer assembly (as determined by the ENGINEER). This unit adjustment item also includes providing and installing appropriate instrumentation to measure and record water levels within and above the packer intervals during development, background, pumping and recovery periods. This unit adjustment item also includes collecting water samples and laboratory testing. This item includes shipment of water quality samples to FGS as required by permit.

1.20 INJECTION AND MONITOR ZONE SAMPLING ANALYSIS (BID ITEM NO. B34, C21)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for sampling and analysis of the injection and monitor zones. This item includes: developing/purging the zones; monitoring pump rates, water levels and field water quality during purging; collecting the water samples; perform laboratory analysis by a certified lab. This item includes shipment of water quality samples to FGS as required by permit.

1.21 IW1 24-INCH CASING PRESSURE TEST (BID ITEM NO. B31)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for successfully demonstrating mechanical integrity of the IW1 24-inch casing. This item includes completing a successful hydrostatic pressure test. No additional payment will be made for performing multiple testing attempts to meet specification requirements. It is the CONTRACTOR's option to perform a pressure test of the 24-inch casing prior to cementing in place. No payment will be made for completing an un-cemented pressure test.

1.22 FURNISH AND INSTALL CORROSION INHIBITOR IN ANNULUS (BID ITEM NO. B33)

A. Payment for all work, materials and equipment will be made at the lump sum price for installing a 1% solution of corrosion inhibitor in the annulus of IW1 between the final casing and FRP liner. This item includes providing OWNER additional corrosion inhibitor to be installed in the annulus compensation tank being installed under separate contract.

1.23 IW1 FRP TUBING ANNULAR PRESSURE TEST (BID ITEM NO. B36)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for successfully demonstrating mechanical integrity of the IW1 FRP injection tubing. This item includes completing a successful hydrostatic pressure test. No additional payment will be made for performing multiple testing attempts to meet specification requirements.

1.24 DZMW1 FRP TUBING PRESSURE TEST (BID ITEM NO. C22)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for successfully demonstrating mechanical integrity of the DZMW1 FRP LMZ tubing. This item includes completing a successful hydrostatic pressure test. No additional payment will be made for performing multiple testing attempts to meet specification requirements.

1.25 IW1 INJECTION TESTING WITH ONSITE WATER SOURCE (BID ITEM NO. B38)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for completing an injection test in IW1. This item includes sample collection and analysis of the injection test source water; set up and preliminary testing of all piping **from an onsite water source**, valving, pumps, gauges, meters and instruments; providing all data as specified; maintaining stable pump rates as specified; removal of all equipment and materials upon completion of testing and monitoring. Payment for this item will not made if the water source for injection testing is offsite.

1.26 IW1 INJECTION TESTING WITH OFFSITE WATER SOURCE (BID ITEM NO. D01)

A. Payment for all work, materials and equipment will be made at the **lump sum price** for completing an injection test in IW1. This item includes sample collection and analysis of the injection test source water; set up and preliminary testing of all piping **from an offsite water source**, valving, pumps, gauges, meters and instruments; providing all data as specified; maintaining stable pump rates as specified; removal of all equipment and materials upon completion of testing and monitoring. Payment for this item will not made if the water source for injection testing is onsite. Payment for this item is based on utilizing the St. Lucie Canal as the injection test water source. The St. Lucie canal is approximately 1.1 miles south of the site. Pumping from the St. Lucie canal must meet all regulatory, permit, and right-of-way requirements. If the St. Lucie Canal is utilized for the injection test water source, the anticipated piping route is parallel and immediately adjacent to the Rowland Canal. Piping route must not obstruct SW Farm Road.

1.27 WELLHEAD VALVE AND ABOVE GRADE APPURTENANCES (BID ITEM NO. B40, C24)

A. Payment for all work, materials and equipment will be made at the lump sum price for completing all IW1 and DZMW1 above grade wellhead, valves, piping, ports, DZMW1 drop pipes, and all other components as shown in the design drawings.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 02668 - FITTINGS, VALVES AND APPURTENANCES

PART I - GENERAL

1.01 PERFORMANCE

A. Section generally defines the CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Ductile Iron Fittings.
2. Air Valves.
3. Resilient Seat Gate Valves.
4. Ball Valves.
5. Pressure Gauges.
6. Pipe Supports.
7. Injection Well Flow Meters.
8. Purge Line Flow Meters.
9. Pressure Indicating Transmitters.
10. Diaphragm Seals.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02660** - PIPE AND FITTINGS - GENERAL.

C. **Section 02666** - DUCTILE IRON PIPE.

D. Appendices.

1.03 REFERENCES

A. ANSI/AWWA C104/A21.4, Latest Revision - Cement mortar lining for ductile iron pipe and fittings for water.

B. ANSI/AWWA C110/A21.10, Latest Revision - Ductile iron and grey iron fittings three inch (3") through forty-eight (48") for water and other liquids.

C. ANSI/AWWA C111/A21.11, Latest Revision - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

D. ANSI/AWWA C600, Latest Revision - Installation of ductile iron water mains and appurtenances.

E. ANSI/AWWA C153/A21.53, Latest Revision – Ductile Iron Compact Fittings for Water Service.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Ductile Iron Fittings (four inches [4”] and larger):

1. Flanged fittings are required at above ground applications and are to be appropriate to the service use and maximum working pressure of the fitting and be in accordance with AWWA C104, AWWA C110, flanged fittings, bolts, gaskets and installation.

2. Flanged fittings to be provided with full-face black neoprene gaskets and 316 Stainless Steel bolts.

3. Exterior of below grade fittings shall have factory applied bituminous coating, coal-tar varnish or asphalt base paint, minimum one (1) mil thick.

4. Interior of fittings shall be lined as specified for the pipe to which they are attached. The interior of piping and fittings shall be lined with Protecto 401.

B. Valves – General:

1. All wetted steel components for all valves shall be 316 stainless steel or a material providing better corrosion resistance in high chloride environments, including valve bodies.

2. All valve operators shall be designed as not to require over 80 pounds pull to meet the required torque to operate the valves.

3. All manually operated, shut-off or isolation valves, above grade, shall be furnished with hand wheel or level operators.

4. All manually operated, shut-off or isolation valves that are mounted over six (6) feet above finish floor elevations shall be furnished with chain wheel operators shall be galvanized or stainless steel.

5. All valves shall open by turning to the left or counterclockwise when viewed from the stem. The operating nut shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer’s distinctive marking, pressure rating and year of manufacture cast on the body. All valves shall be tested in accordance with applicable AWWA pressure testing procedures.

6. All valves shall have locking mechanism to manually lock valve in open position.

7. All valves shall have a visible indicator of whether they are in open or closed position.

8. The CONTRACTOR will spec all items and materials in contact with water, such as valve and flowmeter internals, suitable for the system including the water quality parameters each piece of equipment comes into contact with. Materials in contact with the high salinity water shall be 316 stainless steel, FRP, or alternative proposed by CONTRACTOR and approved by Purchaser. If specified materials conflict with this provision, CONTRACTOR to recommend equipment made of appropriate materials for the given water quality. If significant cost difference to Purchaser, CONTRACTOR to provide options for Purchaser review and approval.

C. Combination Air Valves:

1. The air release combination valves shall be installed as shown on the drawings and shall be the automatic type.

2. The air release combination valves shall have all 316L construction with a high density polyethylene float. The O-rings shall be Buna-N.

3. Air release valve fittings shall be flanged

4. Combination air valves shall be in accordance with AWWA C512.

5. Combination air valves shall be single body with inlets and outlets equal to the nominal valve size. The body inlet connections shall be hexagonal for a wrench connection.

6. Combination air valves shall be automatic float operated valves designed to exhaust large quantities of air during the filling of a piping system and close upon liquid entry. The valves shall open during draining or if a negative pressure occurs. The valve shall also release accumulated air from a piping system while the system is in operation and under pressure. The valve shall perform the functions of both air release and air/vacuum valves and furnished as a single body or dual body type as indicated on the plans.

7. A regulated exhaust device shall be provided on combination air valves to reduce pressure surges.

8. Air release valves and combination valves shall be manufactured by RF Valves, RGX, or approved equal.

D. Resilient Seat Gate Valves

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable. Wedge material to be EPDM. EPDM to be clearly stamped on wedge.

1. Gate valves smaller than 3-inches in diameter shall be 316 stainless steel and suitable for the service required.

2. Gate valves shall be non-rising stem type with 316 SS stem.

3. Face to face dimension shall conform to ANSI standard face-to-face and end-to-end dimensions of ferrous valves, (ANSI B16.10).

4. Hand wheels or chain wheels shall be turned counterclockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.

5. All internal/external bolting material/hardware shall be 316 Stainless Steel.

6. Gaskets shall be O-ring seals and have a permanently lubricated thrust collar sealed with an O-ring above and below.

7. Valves shall be suitable for abovegrade service and be designed for 150 psi working pressure.

8. Valves shall be manufactured by AVK, Mueller Model 2360, American Flow Control 2500-1, Davis Valve, Williams Valve Corp. or approved equal.

E. Ball Valves

1. The ball valves shall be threaded with female NPT inlet/outlet connections and constructed of 316 stainless steel, including the handle, stem, stem nuts, washers, stop plate, body, and ball. The nuts and bolts shall also be stainless steel. The lever and grip shall be 316 Stainless Steel with a vinyl cover.
2. Ball valves shall be designed for a pressure not less than 150 psi.

3. Ball valves shall be Series 60, stainless steel swing-out ball valves.

4. The ball valves shall be manufactured by Apollo, Valve Technologies, Mogas Industries, Inc., or approved equal.

F. Pressure Gauges

1. The pressure gauge shall be constructed of 316 Stainless Steel with a solid front conforming to ASME B 40.1, Grade 1A. The gauge shall be glycerin filled with a six-inch (6”) face and ¼-inches bottom port.

2. The pressure gauge shall be manufactured by Ashcroft or approved equal.

G. Pipe Supports

1. Floor supported pipes three inches (3”) and larger in diameter shall be supported by adjustable saddle supports as directed by the ENGINEER.

2. Each adjustable pipe saddle support shall be screwed on welded to the corresponding size 150 pound companion flange or slip-on welding flanges respectively. Supporting pipe shall be of Schedule 40 steel pipe

construction. Each flange shall be secured to the concrete floor by a minimum of two (2) expansion bolts per flange. Adjustable saddle supports shall be equal to Grinnell Fig. No. 264. Where used under base fittings, a suitable flange shall be substituted for the saddle.

H. Injection Well Flow Meters

1. Meter shall be a velocity sensing electromagnetic type flanged tube meter with sealed housing for 150 PSI working pressure. The meter shall be an eighteen (18) inch Ultra Mag™ MODEL UM06 or Krohne Enviromag 2000 with a digital indicator having a range of 0 to 10,000 gpm and shall be equipped with a 9 digit digital totalizer reading in units of gallons per minute and shall be accurate within 0.5 percent of actual flow. The meter assembly shall operate within a range of 0.2 FPS to 32 FPS.

2. Meter tube (sensor) shall be fabricated stainless steel pipe and use 150 lb. AWWA Class “D” flat face steel flanges. The internal and external of the meter tube shall be blasted and lined with a NSF approved fusion bonded epoxy, applied by the fluidized bed method. Meter tubes shall have a constant nominal inside diameter offering no obstruction to the flow. Electrodes shall be 316 Stainless Steel.

3. Mag shield shall be welded to the tube providing a completely sealed environment for all coils, electrode connections and wiring harness capable of NEMA 6P/IP68 operation.

4. Signal converter shall be pulsed DC coil excitation type with auto zeroing. The converter shall indicate direction of flow and provide a flow rate indication and a totalization of flow volume for both forward and reverse directions. Both forward and reverse totalizers shall be electronically resettable. The flow meter converter shall be microprocessor based with a keypad for instrument set up and LCD displays for totalized flow, flow rate engineering units and velocity. The converter shall power the flow sensing element and provide galvanically isolated dual 4-20mA outputs. It shall be possible, in the test mode, to easily set the converter outputs to any desired value within the range. The 4-20mA scaling, time constants, pipe size, flow proportional output, engineering units and test mode values shall be easily set via the keypad and display. Four (4) separate fully programmable alarm outputs shall be provided to indicate empty pipe, forward/reverse polarity (normally open/close), analog over-range, fault conditions, high/low flow rates, percent of range and pulse cutoff. The converter shall periodically perform self-diagnostics and display and resulting error messages. All set up and data and totalizer values may be protected by a password. The converter shall be integrally mounted our remotely mounted up to 200 feet from the sensor, and shall be supplied in a sealed IP67 and NEMA 4X rated enclosure. Calibration will be completed at the manufacturer's location in accordance with customer supplied application-based requirements.

5. Grounding rings shall be 316 Stainless Steel and shall be supplied with the meter tube.

6. Volumetric testing of all meters must be performed and approved prior to shipment. The complete meter assembly and signal converter must be wet accuracy tested and calibrated. The test facility must be rigorously traceable to an accuracy of ±0.15% with the National Institute of Standards and Technology.

I. Purge Line Flow Meters

1. The Recordall® Model 40 Engineered Polymer Disc Series meters meet or shall exceed the most recent revision of AWWA Standard C710. Model 40 Engineered Polymer Disc Series meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372.

2. Applications: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

3. Operation: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc notations into volume totalization units displayed on the register or encoder face.

4. Operating Performance: The Recordall Disc Series meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100± 1.5%), and maximum continuous operation flow rates as specifically stated in AWWA Standard C710.

5. Construction: Recordall Disc meter construction, which complies with ANSI/AWWA standard C710, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is engineered polymer with externally-threaded spuds. A corrosion-resistant engineered polymer material is used for the measuring chamber.

6. Magnetic Drive: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading or AMR/AMI meter reading options.

7. Tamper-Proof Features: Unauthorized removal of the register or encoder is inhibited by a tamper detection seal wire screw, TORX® tamper resistant seal screw or the proprietary tamper-resistant keyed seal screw.

8. Maintenance: Badger Meter Recordall Disc Series meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location.

    a. To simplify maintenance, the register, measuring chamber and strainer can be replaced without removing the meter housing from

the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

9. Standard – Sweep-Hand Registration: The standard register is a straight-reading, permanently sealed magnetic drive register. Dirt, moisture, tampering and lens fogging problems are eliminated. The register has a six-odometer wheel totalization display, 360° test circle with center sweep hand, and flow finder to detect leaks. Register gearing is made of self-lubricating engineered polymer, which minimizes friction and provides long life. The multi-position register simplifies meter installation and reading. The register capacity is 10,000,000 gallons (1,000,000 ft^3, 100,000m^3).

J. Pressure Indicating Transmitter

1. Instrument shall be a field-mounted pressure transmitter for measuring differential pressure and transmitting a liner 4 to 20mA dc output for use in a standard 24 vdc supply voltage system. Provide square root extraction within the unit.

2. The instrument range shall be fully adjustable throughout the span limit. Accuracy shall be ± 0.065% of span. Long term stability of +- .125% of upper range limit for five (5) years.

3. All process-wetted parts of the instrument shall be Type 316 Stainless Steel. The transmitter shall be protected by a gasketed, weatherproof NEMA 4X enclosure.

4. Transmitter shall include an integral special scaling analog meter and a stainless steel bleed valve.

5. Transmitter shall have a ½-inch NPT male thread process connection.

6. Transmitter shall be provided with integral mounting bracket and hardware for installation location as shown on drawings.

7. Transmitter shall be Model 3051TG “Smart” as manufactured by Rosemount, Inc., no equal.

8. Provide impulse tubing valve manifold assembly and isolation valves as may be required.

9. Provide one spare transmitter for each type transmitter provided by the project.

10. All materials shall be 316 Stainless Steel unless otherwise noted or indicated.

K. Diaphragm Seals, as may be required

1. Units shall be Ashcroft or equal.

2. Units shall be 316 Stainless Steel silicone factory filled and connected to instrumentation for all non-clean wastewater applications.

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 15066 - STAINLESS STEEL PIPE AND FITTINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Furnish all labor, materials, equipment and incidentals required and install, test, complete and ready for operation all stainless steel pipes as shown on the Drawings and as specified herein.

B. Where the word "pipe" is used, it shall refer to pipe, fittings, hangers, supports and Appurtenances unless otherwise noted.

C. The work includes, but is not necessarily limited to:

1. Furnishing and installing stainless steel pipe, fittings and specials with butt welded, flanged, cut grooved (Victaulic) and plain ends.

2. Furnishing stainless steel pipe sleeves and stainless steel pipe wall castings for interior and exterior wall and foundation wall penetrations.

1.02 SUBMITTALS

A. Submit shop drawings including piping layouts, spool drawings, and schedules to the ENGINEER in accordance with **Section 01300 -** Submittals, including dimensioning, fittings, expansion joints, locations of valves and appurtenances, joint details, wall penetration details, methods and locations of supports and all other pertinent technical specifications for all piping to be furnished. Shop drawings shall include all data and information required for the complete piping systems, including alloys, diameter, pipe wall thickness, flanges, and other joint preparations. All dimensions shall be based on the actual equipment to be furnished. Types and locations of pipe hangers and/or supports shall be shown on the piping layouts for each pipe submittal. Not all dimensions will be checked by the ENGINEER, nor will detailed review be performed. CONTRACTOR shall be responsible for accurate dimensioning of piping systems.

B. Submit certifications that welders are qualified, in accordance with ANSI B31.1, Paragraph 127.5 for shop and project site welding of pipe work.

C. Submit methods for pickling and passivating the piping fabrication.

1.03 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM):

1. ASTM A312 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Pipe.

2. ASTM A530 - Standard Specification for General Requirements for Specialized Carbon and Alloy Steel Pipe.

3. ASTM A778 - Standard Specification for Welded, Unannealed Austenitic Stainless Steel Tubular Products.

4. ASMT A774 - Standard Specification for Stainless Steel Pipe Fittings

5. ASTM A182 - Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.

6. ASTM A240 - Standard Specification for Heat-Resisting Chromium and Chromium Nickel Stainless Steel Plate, Sheets and Strip for Pressure Vessels.

7. ASTM A403 - Standard Specification for Wrought Austenitic Stainless Steel Piping Fittings.

B. American National Standards Institute (ANSI):

1. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.

2. ANSI B16.9 - Factory-Made Wrought Steel Buttwelding Fittings.

3. ANSI B36.19 - Stainless Steel Pipe

C. American Water Works Association (AWWA):

1. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

D. American Society of Mechanical Engineer's (ASME):

1. ASME B31.1 - Power Piping.

2. ASME B31.3 - Process Piping.

E. American Welding Society (AWS)

F. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.04 QUALITY ASSURANCE

A. Stainless steel pipe and fittings shall be furnished by a single manufacturer who is fully experienced, reputable, qualified and regularly engaged for the last five (5) years in the manufacture of the materials to be furnished. The pipe and fittings shall be· designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications. Pipe and fittings shall be as manufactured by Aerex Industries, Fort Pierce, Florida;

Douglas Brothers, Savannah, Georgia; or Felker Brothers, Marshfield, Wisconsin.

1.05 DELIVERY, STORAGE AND HANDLING

A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe and fittings. Pipe and fittings shall not be dropped. Pipe and fittings shall be examined before installation and no piece shall be installed which is found to be defective.

B In handling the pipe, wide cushioned slings shall be used or other devices and methods acceptable to the ENGINEER. No uncushioned ropes, chairs, wedges or levers shall be used in handling the pipe, fittings and couplings.

C. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe by the CONTRACTOR, at the CONTRACTOR's own expense. All pipe and fittings shall be thoroughly cleaned before installation and shall be kept clean until they are put into service.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All stainless steel pipe and fittings used shall be seamless or welded, austenitic stainless steel pipe Grade Type 316L, conforming to ASTM A312 and ANSI B36.19 and shall be suitable for permeate water, membrane feed water, concentrate water and raw water for membrane softening service. Type 304 Stainless Steel shall not be acceptable, unless otherwise indicated.

1. Pipe and fittings shall be manufactured· in accordance with ASTM A312 and A403 (A403WPW Fittings) to I.P.S. dimensions.

2. Pipe shall be fabricated by die forming or rolling true to dimension and round within a tolerance of plus or minus 1/16-inch. The two (2) edges of sheet shall be brought to line so as not to leave a shoulder on the inside of the pipe. Ends of pipe and fittings shall be perpendicular to the longitudinal axis. Pipes shall be straight within maximum of ⅛-in deviation over ten (10) feet. All pieces shall be clearly marked with gage and type of stainless steel.

3. Fittings shall be fabricated of the same material as the pipe and of the wall thicknesses at least as heavy as the pipe. Fittings shall be fabricated and reinforced as a minimum, in accordance with ASME B31.1, for maximum test and working pressures. Calculations for fabricated outlets and fittings shall be submitted to the ENGINEER for review. Elbows shall be smooth flow, die formed type for all sizes up to 36-inch diameter and shall conform to ANSI BI6.9. All Pull Tee outlets must be true and perpendicular to the center line axis of the manifolds. Alignment tolerances form centerline to centerline of all Pulled Tee outlets and also the centerline of the manifolds to the end of the outlets shall be +/-1/32

inch and shall not be cumulative. The Pulled Tee radius shall be in accordance to ASME B31.1. All Victaulic grooved ends must be suitable for the design pressure.

4. All welding of pipe, fittings and subassemblies shall be completed in the factory. Welding shall be performed by qualified welders in accordance with ANSI ASME B31.1 with standard procedures for the application, by the shielded arc, inert gas, MIG or TIG method; Filler wire shall be added to all welds to provide for a cross section and weld metal equal to or greater than the parent metal. Weld deposit shall be smooth, evenly distributed and have a crown of no more than 1/16-inches on both sides of the weld. No cracks or crevices shall be allowed. Butt welds shall have full penetration to the interior and exterior of the joint. Excessive weld deposits, slag, spatter and projections shall be removed by grinding. After all fabrication is completed, all pipe spools shall be pickled and passivated by complete immersion in a solution containing there (3) percent hydrofluoric and 6-10 percent nitric acid with the balance of water and then followed by a freshwater rinse bath. All pipe spools shall be free of surface iron and have a uniform 2D finish throughout upon completion of this process. All openings shall be capped after the pickling/passivating process to protect the inside of the spools from debris and dirt.

5. Joints for field assembly shall be flanged or sleeve type coupling. Pipe components may be shop welded into assemblies for field installation. Flange joints or flange adaptors shall be used at connections to equipment, fittings and valves. Sleeve type couplings and flange adaptor couplings shall be used as shown on the Drawings to allow for expansion, for disassembly of piping, for servicing and pipeline flexibility. All other joints shall be welded and field welding will not be allowed. Additional flanged or sleeve type coupling joints shall be provided as required to join welded shop assemblies and allow for installation of shop assemblies into the structure. All additional flanged or sleeve coupling joints required to install and assemble the piping system shall be furnished as part of the work of this Section.

    a. All flanged joints shall be made up with 316L slip-on type flanges with either class 150 or class 300 flanges suitable for the internal design pressures. Flanges shall conform to ASTM A182 in accordance to ANSI BI6.5. The flange face shall be true and perpendicular to the axis of the pipe or fitting. For buried service on pipe 24 inches and above, galvanized carbon steel lap joint flanges with type 316L Stainless Steel stub ends may be used in lieu of the 316L Stainless Steel flanges. Galvanized flange calculations, provided in accordance with ASME VITI and approved by the ENGINEER, must demonstrate that they meet or exceed the specified operating pressure for all pipe sizes. Gaskets for raised face flanged joints shall be 1I8-inch aramid fibers gaskets with neoprene binder. Gaskets for raised face flanges shall be Blue-Guard Style 3300 as manufactured by Garlock Sealing Technologies or approved equal. Gaskets for flat

face flanged joints shall be .1I8-inch synthetic fibers gaskets with rubber binder. Gaskets for flat face flanges shall be Multi-Swell Style 3760 as manufactured by Garlock Sealing Technologies or approved equal. Flange bolts and studs shall be of number and size in accordance with ANSI B16.1. Bolts and nuts shall conform to ANSI B18.2. Bolt studs and studs shall be of the same quality as machine bolts. All bolting and nuts shall be of Type 316L Stainless Steel ASTM A193, grade 8M hexhead bolts and ASTM 194 grade 8M silicone Bronze hexhead nuts.

b. Where plain end pipe is joined by sleeve couplings these shall be welded-on type 316L Stainless Steel attachments for joint restraint at all couplings except where tie rods may run from adjacent flanges. Furnish at least two tie rods at all restrained joints. Sleeve-type couplings shall be as manufactured by Dresser Manufacturing Division of Dresser Industries; Smith-Blair, Inc.; R.H. Baker & Co., Inc. or equal. Couplings shall be of Type 316L Stainless Steel pipe sizes. All couplings shall be furnished with pipe stop removed. Gaskets for raised face flanged joints shall be 118inch aramid fibers gaskets with neoprene binder. Gaskets for raised face flanges shall be Blue-Guard Style 3300 as manufactured by Garlock Sealing Technologies or approved equal. Gaskets for flat face flanged joints shall be 1I8-inch synthetic fibers gaskets with rubber binder. Gaskets for flat face flanges shall be Multi-Swell Style 3760 as manufactured by Garlock Sealing Technologies or approved equal. Couplings shall allow at least two (2) degrees angular deflection and at least ⅜-inch relative axial motion of adjoining pipe sections. Flange adaptors shall join plain end pipe to flanged with 150 lb flange and shall be equal to Dresser Style 128 and of 316L Stainless Steel material. Joint restraint shall be provided at all flange adaptors. Flange adaptor couplings may be substituted for flanged joints if approved by the ENGINEER.

c. Flexible grooved couplings (Victaulic type) shall be used where needed to prevent excessive stress on pipe and fittings when pipe is fabricated and installed to acceptable industry standards. The flexible grooved couplings may also be used in lieu of flanged joints. Victaulic Style 77S, or equal, shall be used on all above grade piping, including membrane skid piping and when shown on the drawings. For all below grade piping, except buried pipe, Victaulic Style 77, shall be used. Where applicable, Victaulic style 475 shall be used for 12-inch diameter pipe or less. Victaulic cut grooved ends shall be suitable for the designated design pressure and Schedule 40 Victaulic cut groove nipples, three (3) inch long, shall be welded on each side of groove to Schedule lOS pipe to provide cut groove ends.

6. Furnish welded-on tabs or angle ring on pipe wherever vertical pipe is to be supported by a riser clamp, to support the weight of the pipe.

PART 3 - EXECUTION

3.01 INSTALLATION

A. All pipe and fittings shall be installed true to grade and alignment and pipe anchorage and/or restraint shall be provided where required. Manufacturer's instructions shall be strictly followed.

B. All pipe and fittings shall be protected from dirt, dust, oil, grease and other foreign matter during installation to prevent damage to pipe and to assure no foreign matter is left in the piping.

C. To assemble the joints in the field, the CONTRACTOR shall thoroughly clean all joint surfaces and gaskets, if any, with soapy water before assembly. Bolts shall be tightened alternately, evenly to the manufacturer's specified torques. Under no condition shall extension wrenches or pipe-over-handle ratchet wrenches be used to secure greater leverage. All electrical bonding or insulation shall be installed as joints are made up.

D. Fittings, in addition to those shown on the Drawings, shall be provided if required. Due consideration shall be given to thermal expansion/contraction over a temperature range of 200 degrees F.

E. When cutting of pipe is required, the cutting shall be done by machine neatly, without damage to the pipe. Cut ends shall be smooth and at right angles to the axis of the pipe.

F. After installation, stainless steel pipelines shall be washed clean with steam or hot water to remove any foreign material picked up during transport.

3.02 JOINING MECHANICAL AND RESTRAINED JOINTS

A. Mechanical joints shall be in accordance with the "Notes on Methods of Installation" under AWWA C111 and the instructions of the manufacturer.

B. Restrained joint pipe and fittings shall be installed in the locations shown on the Drawings and as acceptable to the ENGINEER.

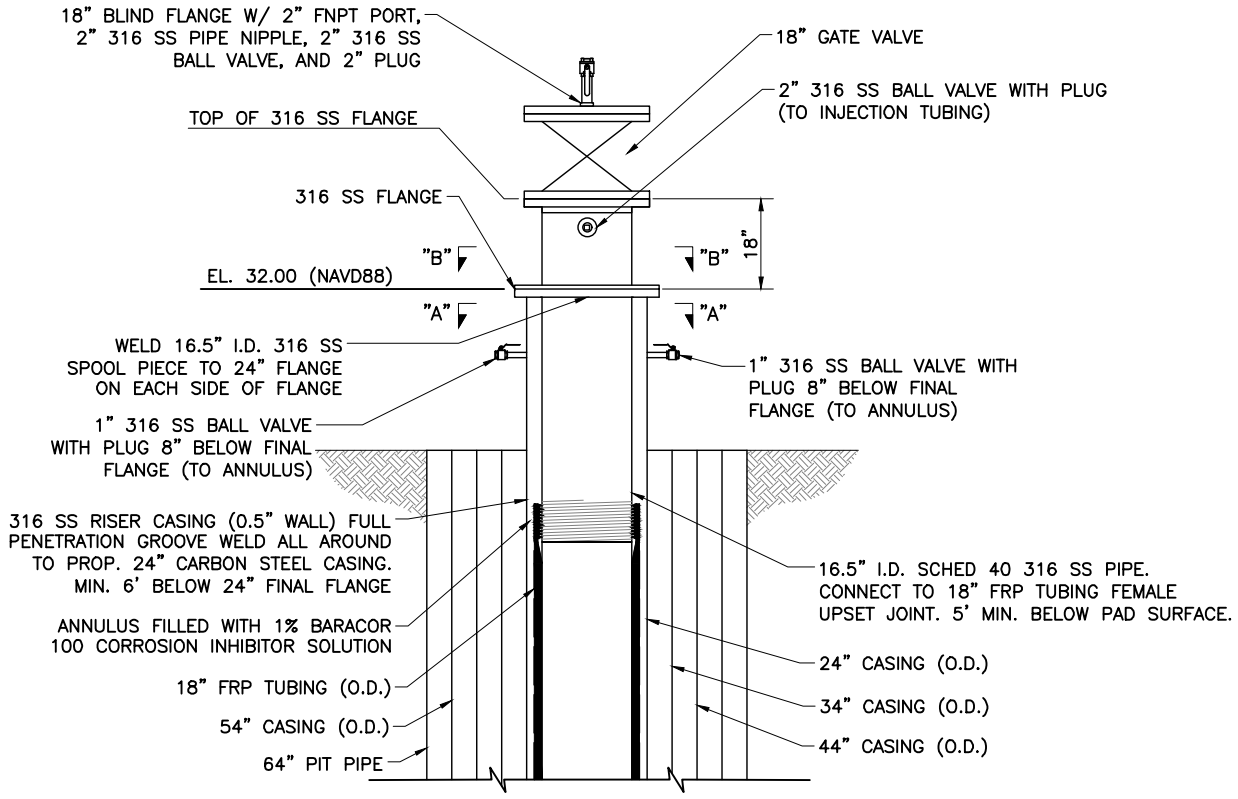
3.03 FIELD WELDING

A. Welding in the field is not allowed.

3.04 FIELD PAINTING

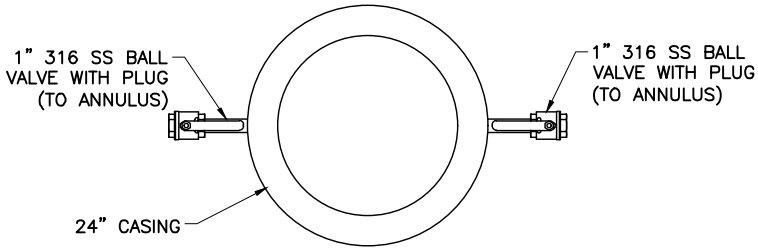
A. Do not paint stainless steel pipe. Only bands, labels and arrows rather than full pipe painting will be required.

END OF SECTION



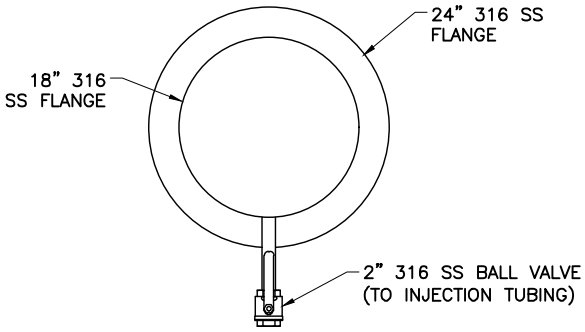
INJECTION WELL IW-1 WELLHEAD DETAIL

N.T.S.



SECTION "A"

N.T.S.

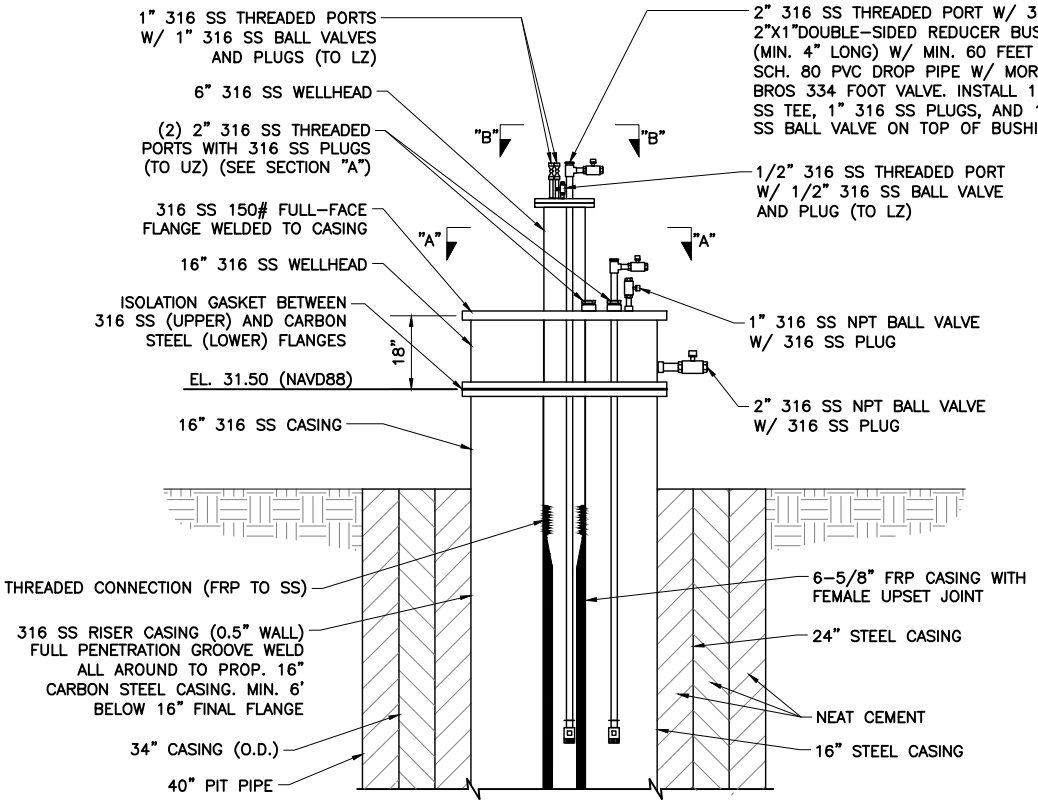


SECTION "B"

N.T.S.

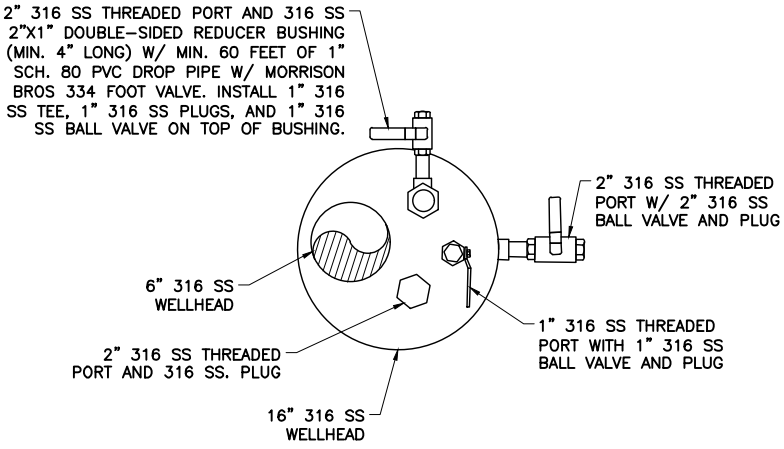
VILLAGE OF INDIANTOWN DEEP INJECTION WELL SYSTEM INJECTION WELL IW-1	INJECTION WELL IW-1 PLAN AND PROFILE	HOLTZ CONSULTING ENGINEERS, INC. 607 SW ST. LUCIE CRESCENT, STE. 103 STUART, FLORIDA 34994 PH. (772) 919-4905 CERTIFICATE OF AUTH. No. 26960	FIG. 1

Drawing Name: F:\PROJECTS\Indiantown\DIW System\02 - Design\01 - Drawings\MECHANICAL 01.dwg Layout Names: FIG 01 - Plotted by: Russell Ryan - Date: 10/28/2024 - 3:43 PM - Holtz Consulting Engineers



DUAL-ZONE MONITOR WELLHEAD (DZMW-1) PROFILE

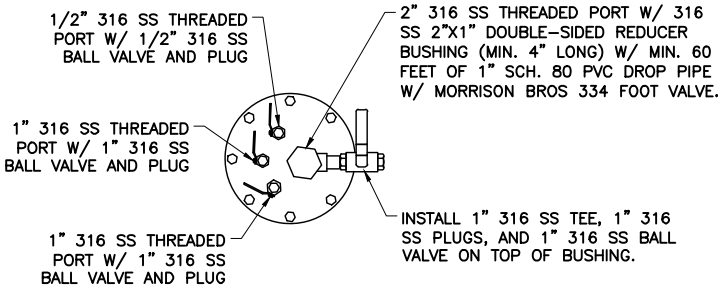
N.T.S.



UPPER ZONE SECTION "A"

N.T.S.

NOTES:
1. UZ = UPPER ZONE
2. LZ = LOWER ZONE

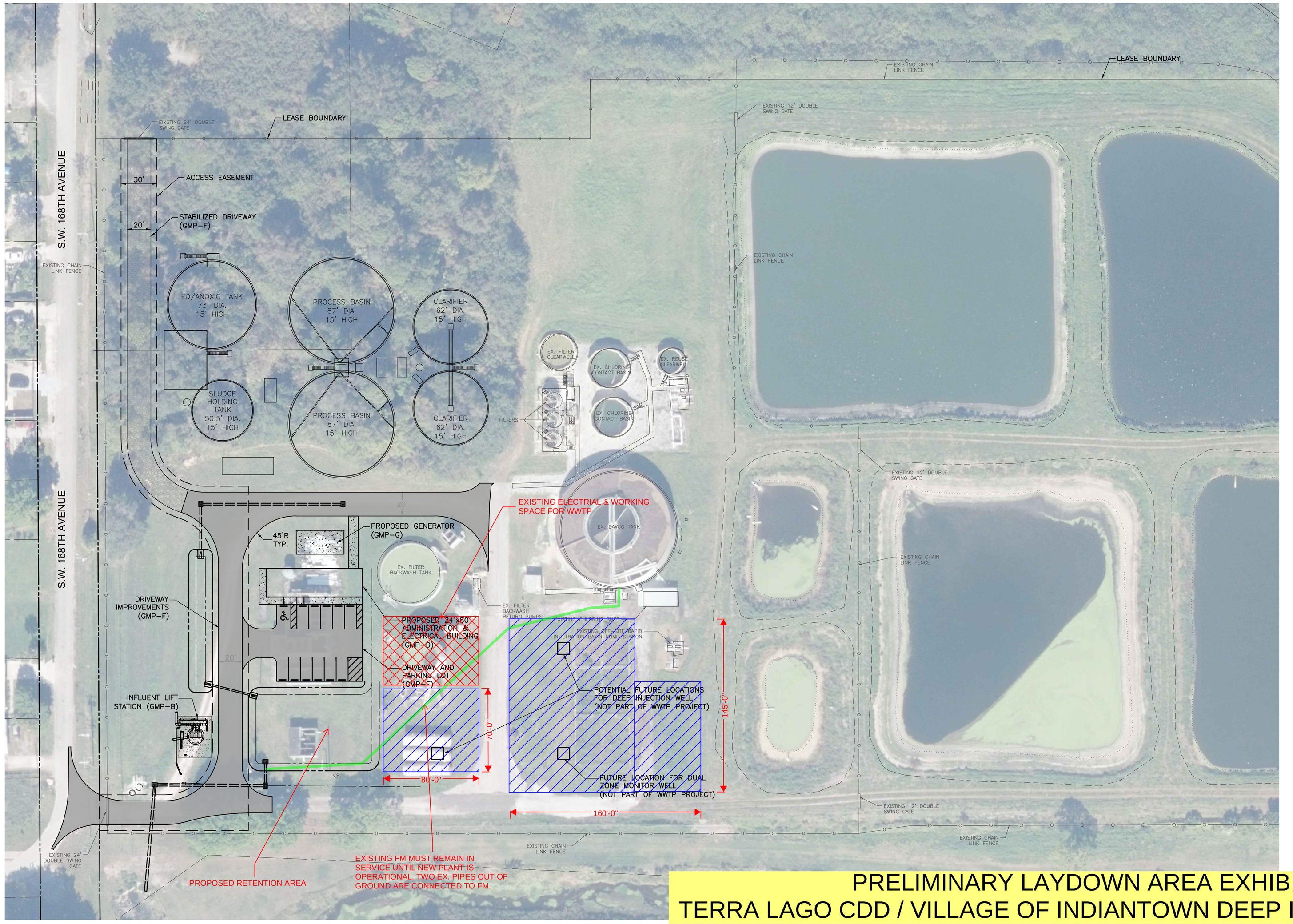


LOWER ZONE SECTION "B"

N.T.S.

VILLAGE OF INDIANTOWN DEEP INJECTION WELL SYSTEM INJECTION WELL IW-1	DUAL-ZONE MONITORING WELL DZMW-1 PLAN AND PROFILE	HOLTZ CONSULTING ENGINEERS, INC. 607 SW ST. LUCIE CRESCENT, STE. 103 STUART, FLORIDA 34994 PH. (772) 919-4905 CERTIFICATE OF AUTH. No. 26960	FIG. 2

Drawing Name: F:\PROJECTS\Indiantown\DIW System\02 - Design\01 - Drawings\MECHANICAL 01.dwg Layout Names: FIG 02 - Plotted by: Russell Ryan - Date: 10/28/2024 - 3:50 PM - Holtz Consulting Engineers



PRELIMINARY LAYDOWN AREA EXHIBIT
TERRA LAGO CDD / VILLAGE OF INDIANTOWN DEEP INJECTION WELL

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 08/16/24
Scale: AS NOTED
Design By: BF
Drawn By: FG/RR
Check By: CR

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
VILLAGE OF INDIANTOWN WWTP
GMP-E WASTEWATER TREATMENT PLANT

PAVING, GRADING, AND DRAINAGE IMPROVEMENT PLAN
(OVERALL SITE)

HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
CERTIFICATE OF AUTH. No. 26960

BENJAMIN J. FECKO, P.E
License No: 70865

C-1

Drawing Name: F:\PROJECTS\Indiantown\WWTP Design-Build FDD\Design\Drawings\DRAWINGS - GMP E WWTP\Drawings\PGD PLAN.dwg Layout Name: C-1 - Plotted by: Russell Ryan - Date: 10/28/2024 - 8:04 AM - Holtz Consulting Engineers

Attachment 3

Revised Proposal Form

PART II. PROPOSAL FORM – (E) PRICING

Total Base Lump Sum Price

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances for the total base lump sum of Parts A, B, and C of the Bid Schedule of:

_____

_____(In Words).

$_____(In Figures).

The above quoted price shall include the Proposer's proposed price for all work necessary to construct the project as described in the technical documents included as part of the Project Manual, as amended and expanded by any and all addenda. The unit prices set forth in the Bid Schedule shall be used to adjust the base lump sum quote amount above for the items indicated based on actual field measured quantities placed or work performed, as confirmed by the ENGINEER.

Schedules of Values

The Proposer must complete, ***on the District-provided form attached hereto***, a schedule of values to provide associated unit costs and total costs for the work necessary to construct the Scope of Work ("**Schedule of Values**"). The Proposer **must** include the completed District-provided form with this Proposal Form as **Exhibit A** to the Proposal Form.

In addition to providing a hard copy of this Proposal Form, **the Proposer must submit an electronical copy of the Schedule of Values in Excel format**. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals. The Schedules of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders associated with the Additional Scope of Work.

The undersigned proposes to construct all work necessary to construct wastewater system improvements as more particularly described in the Project Manual and in accordance with all applicable permits and/or approvals.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for one hundred twenty (120) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within five days after written Notice to Proceed of this proposal.

[*continued to next page*]

The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of Martin County and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
Part A: General					
A01	General Conditions	LS		1	
A02	Public Construction Bond Prem.	LS		1	
A03	Mobilization/Demobilization	LS		1	
A04	Standby w/ Crew	HR		80	
A05	Standby w/o Crew	HR		100	
A06	Install Pad Monitor Wells (Including Maintenance, Sampling & Completion)	LS		1	
			Subtotal Part A: General		
Part B: IW1 Construction/Testing Items					
B01	Ream 64" Borehole to 150'	LF		150	
B02	Perform geophysical logging in 62" BH	LS		1	
B03	F&I 54" Steel Casing to 150'	LF		150	
B04	Cement 54" Steel Casing	FT3		1260	
B05	Drill 12" Pilot Hole to 760'	LF		610	
B06	Perform geophysical logging in PH	LS		1	
B07	Ream 54" Borehole to 750'	LF		600	
B08	Perform geophysical logging in 54" BH	LS		1	
B09	F&I 44" Steel Casing to 750'	LF		750	
B10	Cement 44" Steel Casing; Perform CTLs	FT3		5220	
B11	Drill 12" Pilot Hole to 2050'	LF		1290	
B12	Perform geophysical logging in PH	LS		1	
B13	Perform Packer Testing	EA		3	
B14	Plugback Pilot Hole w/ Cement	LS		1	
B15	Ream 44" Borehole to 2,000'	LF		1250	
B16	Perform geophysical logging in 44" BH	LS		1	
B17	F&I 34" Steel Casing to 2,000'	LF		2,000	
B18	Cement 34" Steel Casing, Perform CTLs	FT3		11,070	
B19	Drill 12" Pilot Hole to 3300'	LF		1250	
B20	Collect Core Samples	EA		6	
B21	Lab Analysis of Core Samples	EA		18	
B22	Perform geophysical logging in PH	LS		1	
B23	Perform Packer Testing	EA		5	
B24	Install Bridge Plug & Plugback Pilot Hole w/ Cement	LS		1	
B25	Ream 34" Borehole to 2850'	LF		850	
B26	Ream 22" Borehole to 3,300'	LF		450	
B27	Perform geophysical logging in 34"/22" BH	LS		1	
B28	F&I 24" Steel Casing to 2,850'	LF		2850	
B29	Cement 24" Steel Casing, Perform CTLs	FT3		11730	
B30	Perform CBL & Video in 24" Steel Casing	LS		1	
B31	Pressure Test 24" Casing	LS		1	
B32	F&I 18" FRP Tubing to 2,840'	LF		2840	
B33	F&I Corrosion Inhibitor in Annulus	LS		1	
B34	Develop & Collect Final WQ Samples	LS		1	

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
B35	Perform Final Video in IW1	LS		1	
B36	Perform Annular Pressure Test	LS		1	
B37	Perform Temp and RTS	LS		1	
B38	Perform Injection Test with **Onsite** Water Source	LS		1	
B40	Install wellhead valve and all above surface components of IW-1	LS		1	
	Subtotal Part B: IW1 Construction/Testing Items				
Part C: DZMW-1 Construction/Testing Items					
C01	Drill 42" Borehole to 150'	LF		150	
C02	Perform geophysical logging in 42" BH	LS		1	
C03	F&I 34" Steel Casing to 150'	LF		150	
C04	Cement 34" Steel Casing	FT3		830	
C05	Ream 34" Borehole to 750'	LF		600	
C06	Perform geophysical logging in 34" BH	LS		1	
C07	F&I 24" Steel Casing to 750'	LF		750	
C08	Cement 24" Steel Casing, Perform CTLs	FT3		3090	
C09	Drill 12" Pilot Hole to 2,000'	LF		1250	
C10	Perform geophysical logging in PH	LS		1	
C11	Perform Packer Testing	EA		4	
C12	Plugback Pilot Hole w/ Cement & Gravel	LS		1	
C13	Ream 24" Borehole to 1650'	LF		900	
C14	Perform geophysical logging in 24" BH	LS		1	
C15	F&I 16" Steel Casing to 1650'	LF		1650	
C16	Cement 16" Steel Casing, Perform CTLs	FT3		3750	
C17	Ream 16" Borehole to 1950'	LF		300	
C18	Perform geophysical logging in 16" BH	LS		1	
C19	F&I 6.625" FRP Tubing to 1900'	LF		1900	
C20	Cement 6.625" FRP Tubing, Perform CTLs	FT3		320	
C21	Collect UMZ & LMZ WQ Samples	LS		1	
C22	Perform Pressure Test in LMZ Tubing	LS		1	
C23	Perform Pre & Post CBL & Video in LMZ	LS		1	
C24	Install wellhead valve and all above surface components of DZMW-1	LS		1	
	Subtotal Part C: DZMW-1 Construction/Testing Items				

GRAND TOTAL OF PARTS A, B, and C	

Item	Description	Unit	$/Unit	# of Units	Total
Part D: ALTERNATE ITEM; Performing Injection Test With Offsite Water Source					
D01	Perform Injection Test with **Offsite** Water Source	LS		1	

PART II. PROPOSAL FORM – (F) PROJECT SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use **December 1, 2024,** as the start date for the project for purposes of this RFP and shall use calendar days for purposes of indicating the project's duration.

The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of the Village of Indiantown's Utility Acceptance Turnover Check List and Village of Indiantown's Turnover Packet Final Acceptance. Important milestones, to be clearly denoted in the schedule, include Substantial Completion, Village of Indiantown's Turnover Packet Final Acceptance, Final Payment.

The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is **five hundred and thirty days (530) calendar days**, and the achievement of application of Final Payment is: **five hundred and sixty (560) calendar days**. The Owner reserves the right to waive any informalities, or to reject any and all proposals.

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

Addendum No. 2 to the
Request for Proposals for
Wastewater Treatment Facility Injection Well System Improvements Project

VIA E-MAIL

TO: Prospective Proposers

FROM: Darin Lockwood, District Engineer

CC: Ryan J. Dugan, District Counsel

DATE: November 1, 2024

This Addendum No. 2 ("**Addendum**") pertains to Terra Lago Community Development District's ("**District**") Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project dated October 2024, as amended by that certain Addendum No. 1 dated October 30, 2024 ("**RFP**"). Capitalized terms not otherwise defined herein shall have the meaning as provided in the RFP.

This Addendum hereby amends the Project Manual to (i) respond to additional questions from prospective bidders as further detailed in **Attachment 1** attached hereto and incorporated herein by this reference, and (ii) amends the design drawing sheets included with the supplemental Technical Documents in Attachment 2 of Addendum No. 1 to replace the design drawing sheets with the pages attached hereto as **Attachment 2** and incorporated herein by this reference.

This Addendum, including all attachments, is available from the District Manager and is being electronically distributed to all proposers who have received the Project Manual to date. The RFP remains in full force and effect except as supplemented or modified herein. **All Proposers shall acknowledge receipt of all addenda to the RFP, including this Addendum, in their submitted proposals.**

****

Any Proposer wishing to protest any or all of the matters contained or addressed in this Addendum shall file a notice of protest with the District Manager, to 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, within seventy-two (72) hours after receipt of this Addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this Addendum.

Index to Attachments to Addendum No. 2

1. Additional Bidder Questions and Responses

2. Revised Design Drawing Sheets

End of Addendum No. 2

Attachment 1
Additional Bidder Questions and Responses

1. In a preliminary review of the information provided in Addendum 1, CONTRACTOR has a few follow-up questions. These questions carry significant cost implications that if not answered could unnecessarily inflate the overall bid price. Please confirm if the questions below can be answered/further defined:

   (a) Re: Question 2 – Please provide the applicable wage schedule for the area where the project is going to be constructed.

   RESPONSE: Not applicable. Section 255.0992(2)(b), *Florida Statutes*, prohibits local governments from requiring that a contractor, subcontractor, or material supplier or carrier engaged in a public works project pay employees a predetermined amount of wages or prescribe any wage rate.

   (b) Re: Question 10 – There are still many uncertainties regarding injection testing. Will the Owner agree to negotiate a Change Order should the injection test require more than 1 supply well to supplement onsite water storage should that option be utilized?

   RESPONSE: If the onsite percolation ponds are to be utilized for injection testing, CONTRACTOR should assume that the ponds will need to be supplemented by CONTRACTOR using temporary water supply wells (to be constructed by CONTRACTOR) or other sources provided by the CONTRACTOR. CONTRACTOR shall include in his cost for Bid Schedule Item B38 adequate supply of water from one or more permitted temporary water supply wells or other approved sources of water to enable the performance of an injection test of an approximate total volume of 6.22 MG during a 12-hour period. It is assumed that multiple days of supplementing the percolation ponds will be needed prior to performing the 12-hour injection test.

   (c) Re: Question 23 – What are the processes and requirements of the village, and the costs associated with them?

   RESPONSE: Please see attached Exhibit A to this Attachment 1 an example of the Village of Indiantown's Utility Acceptance Turnover Check List. According to the Village's Utilities & Public Works Director, the Village does not anticipate levying any fees in conjunction with certificate of construction completion or turnover of the Work to the Village upon completion.

   (d) Re: Question 24 – What is the estimated, maximum potential assessment value to be incurred?

   RESPONSE: An estimate is not available. The Owner does not anticipate levying any assessments on CONTRACTOR during the performance of the Work.

   (e) Re: Question 32 – Schedule 40S Type 316L with an ID of 16.5" would be a custom manufactured pipe with no corresponding flanges, valves, etc; constructability would be near impossible and extremely costly. A nominal 16" OD (15.25" ID) or 18" OD (17.25" ID) Schedule 40S Type 316L would provide for consistent, standard sizing with corresponding appurtenant parts. Will the Owner please confirm the size pipe to be required for the uppermost section of injection tubing that extends above pad level?

RESPONSE: The uppermost portion of the injection tubing that extends above grade shall consist of an 18" Sch. 40 316 SS transition from the 18" FRP tubing. It shall require custom fabrication of 316 SS threaded FRP adapter welded to an 18" 316 SS Sch. 40 Riser casing. A 24" 316 SS slip-on flange shall be field welded following setting of the FRP/SS injection tubing.

Exhibit A to Attachment 1: Example Village of Indiantown Utility Turnover Check List

[*End of Attachment 1*]

Exhibit A to Attachment 1

Example Village of Indiantown Utility Turnover Check List

Village of Indiantown

Utility Acceptance Turnover Check List

Project Name _____ File No. _____

Final Passing Utility Inspection Date: _____

		EOR Initials
01	**Record Drawings** (Signed & Sealed by Professional Engineer)	
	2 Black Line 24" x 36" Copies	☐
	1 CD of PDF files (utility sheets only)	☐
	1 AutoCAD CD with standard fonts (entire project)	☐
02	**Utility Easement Document (if required)**	☐
	Legal Decription and Parcel ID Number	
	Signed & Sealed Sketch with Legal Description of Easement of Recorded Plat	
	Or Book & Page Recorded Under: _____	
03	**Contractor's Affidavit & Release of Lien**	☐
04	**Engineer's Certification**	☐
05	**Bill of Sale**	☐
06	**Inspection Forms**	
	Final Inspection Report	☐
	Final Inspection Report Deficiency List	☐
	Pressure Test(s) Results	☐
	Backflow Certifications	☐
	Lift Station Start-up Results	☐
	Exfiltration Testing	☐
	Contractor's Warranty	☐
	Final Payment of Construction Water Use	☐
		☐

_____
Engineer of Record Name Printed

_____ _____
Engineer of Record Name Signature Date

Date Turnover Packet Received For Review: _____ By: _____

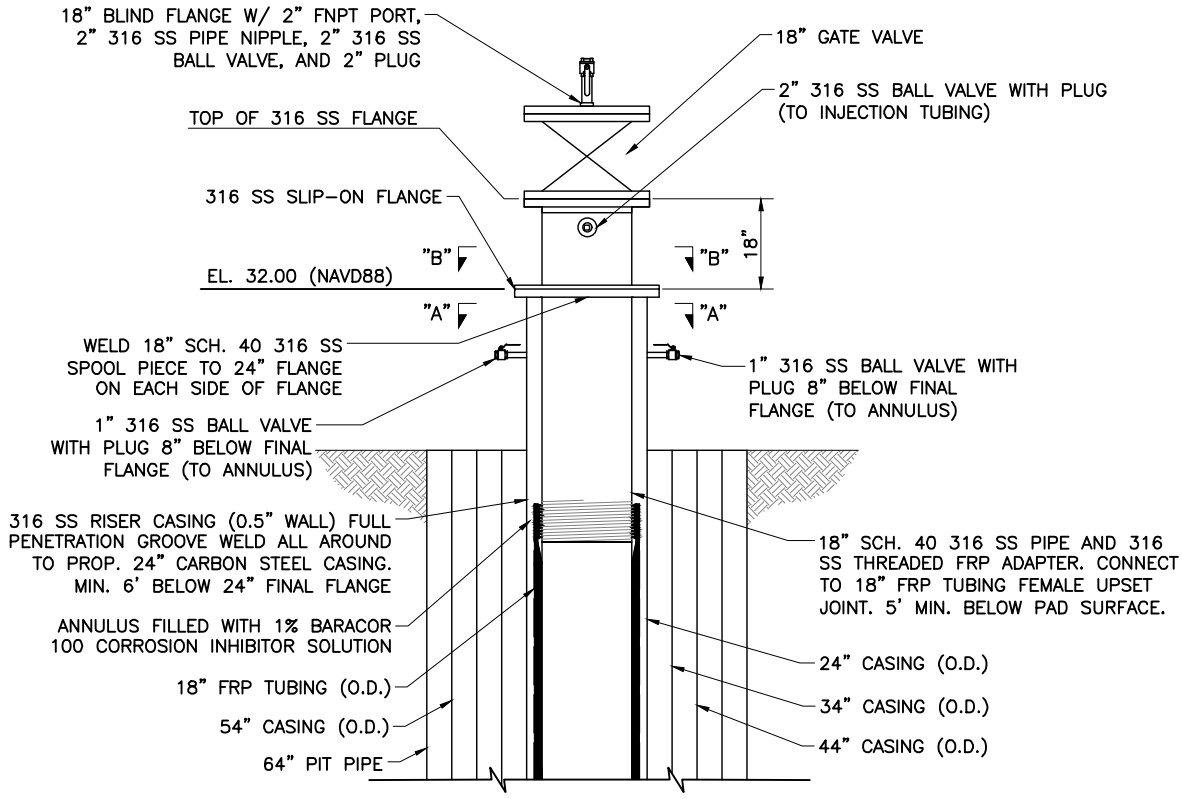
Date Turnover Packet Final Accepted: _____

Date of Final Project Acceptance: _____

Comments: _____

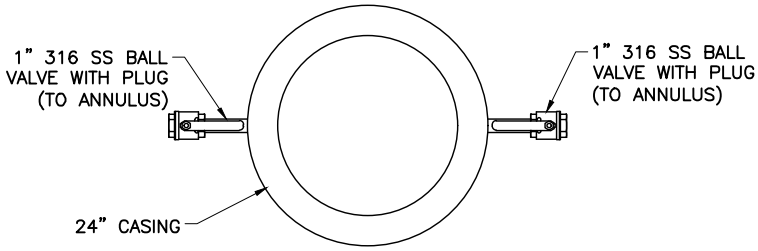
Attachment 2

Revised Design Drawing Sheets - Technical Documents



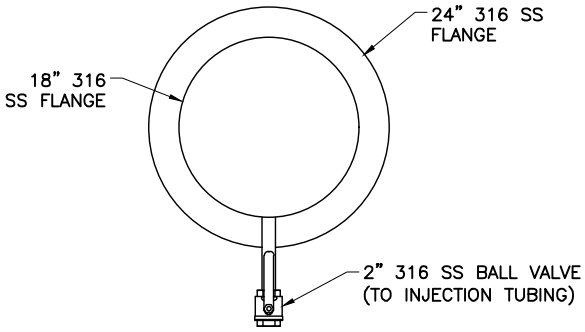
INJECTION WELL IW-1 WELLHEAD DETAIL

N.T.S.



SECTION "A"

N.T.S.

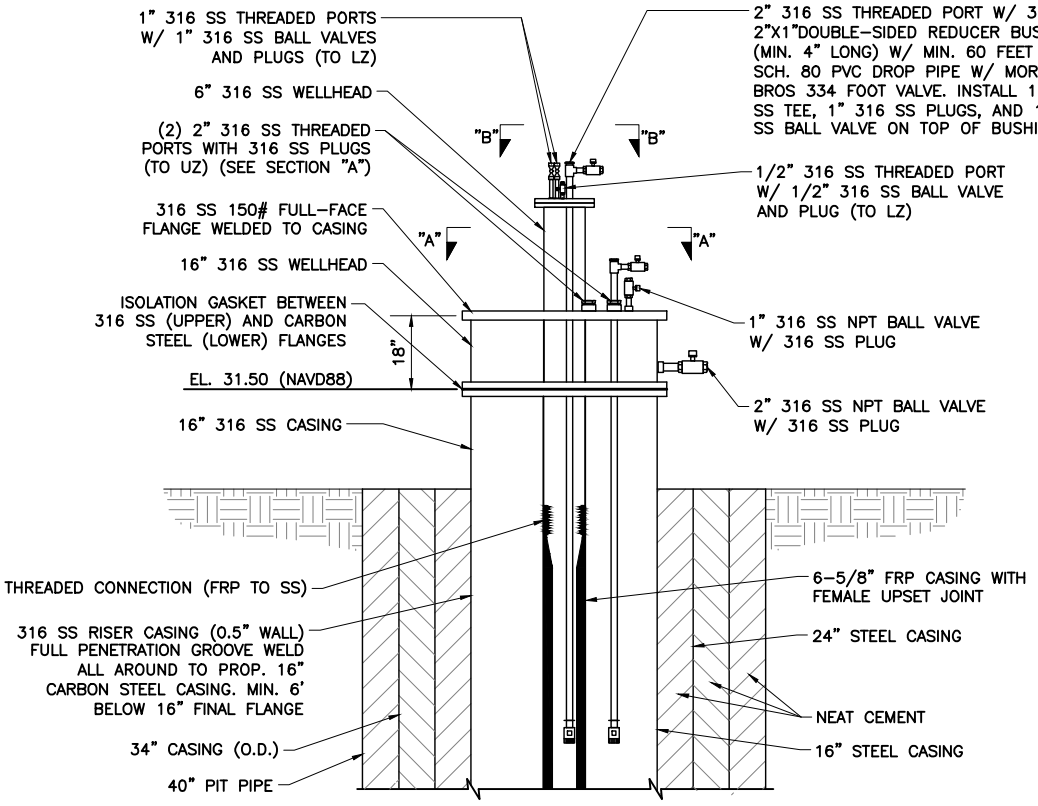


SECTION "B"

N.T.S.

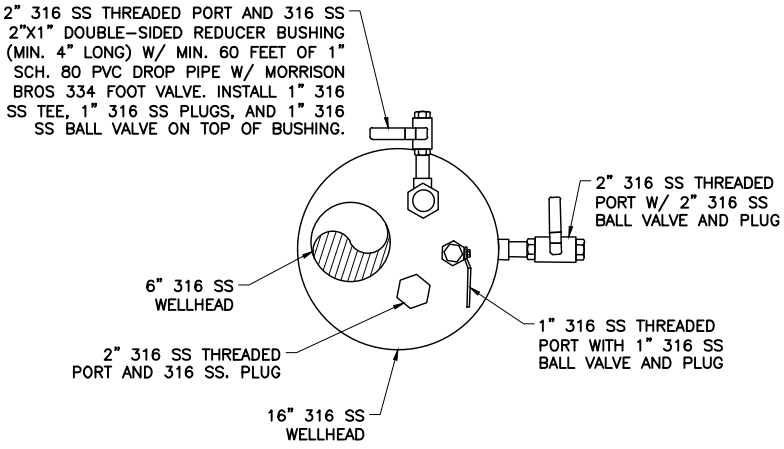
VILLAGE OF INDIANTOWN DEEP INJECTION WELL SYSTEM INJECTION WELL IW-1	INJECTION WELL IW-1 PLAN AND PROFILE	HOLTZ CONSULTING ENGINEERS, INC. 607 SW ST. LUCIE CRESCENT, STE. 103 STUART, FLORIDA 34994 PH. (772) 919-4905 CERTIFICATE OF AUTH. No. 26960	FIG. 1

Drawing Name: F:\PROJECTS\Indiantown\DW System\02 - Design\01 - Drawings\MECHANICAL 01.dwg Layout Names: FIG 01 - Plotted by: Russell Ryan - Date: 10/31/2024 - 12:34 PM - Holtz Consulting Engineers



DUAL-ZONE MONITOR WELLHEAD (DZMW-1) PROFILE

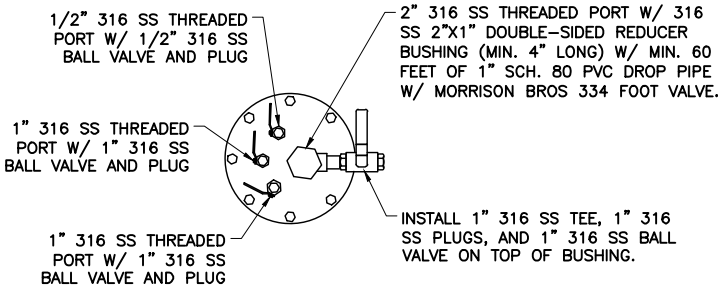
N.T.S.



UPPER ZONE SECTION "A"

N.T.S.

NOTES:
1. UZ = UPPER ZONE
2. LZ = LOWER ZONE



LOWER ZONE SECTION "B"

N.T.S.

VILLAGE OF INDIANTOWN DEEP INJECTION WELL SYSTEM INJECTION WELL IW-1	DUAL-ZONE MONITORING WELL DZMW-1 PLAN AND PROFILE	HOLTZ CONSULTING ENGINEERS, INC. 607 SW ST. LUCIE CRESCENT, STE. 103 STUART, FLORIDA 34994 PH. (772) 919-4905 CERTIFICATE OF AUTH. No. 26960	FIG. 2

Drawing Name: F:\PROJECTS\Indiantown\DIW System\02 - Design\01 - Drawings\MECHANICAL 01.dwg Layout Names: FIG 02 - Plotted by: Russell Ryan - Date: 10/28/2024 - 3:50 PM - Holtz Consulting Engineers

EXHIBIT B

STATE OF FLORIDA

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

VILLAGE of INDIANTOWN, FLORIDA

YOUNGQUIST BROTHERS, LLC

a Florida limited liability company

Protester/ Petitioner,

vs. No.:_____

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

A Community Development District pursuant to Chapter 190, Florida Statutes (2022);

Respondent.

_____/

PETITION & FORMAL WRITTEN PROTEST

COMES NOW Youngquist Brothers, LLC, a limited liability company organized under the laws of Florida (herein "Youngquist", "Protester" and/or "Petitioner") and brings this PETITION & FORMAL WRITTEN PROTEST against Terra Lago Community Development District, a Community Development District established pursuant to Chapter 190, Florida Statutes (2022) by and under Ordinance No. 12-2022 of the Village of Indian Town, Florida (herein the "District", "CDD" and/or "Respondent") and alleges:

1. This is a Formal Written Protest of the District's Notice of Intent to Award dated November 12, 2024 (the "Notice") pertaining to the District's Request for Proposals for Wastewater Treatment Facility Injection Well System Improvement Project dated October 9, 2024 (respectively, the "RFP" and the "Project") and brought by, under the District's Rules of Procedure Terra Lago Community Development District, Effective as of February 13, 2023 (herein the "District Rules") and in accordance with Section 120.57(3), F.S. & F.A.C Chapter 28-110.

Youngquist timely filed its Notice of Protest and delivered the required Protest Bond to the District's offices on November 15, 2024. Copies of Youngquist's Notice of Protest and Protest Bond are attached hereto as Composite Exhibit "A."

2. The District/Respondent issued the RFP dated October 9, 2024 (herein referred to as the "RFP") which included the Project Manual, expects of which are attached hereto as Exhibit "C"

3. Youngquist, the Petitioner/Protester submitted the lowest priced Proposal in response to the RFP (*See attached* Exhibit "D") but Respondent issued a Notice of Intent to Award (the "Notice" which is attached hereto as Exhibit "F") indicating the successful Proposer was Florida Design Drilling, LLC (herein "FDD" *i.e.,* the other entity that submitted a Proposal to the RFP) for the stated reason that District's Proposal Ranking Sheet allocated 1.71 more points to FDD's Proposal than Youngquist's Proposal[1].

4. The stated reasons for the District's rejection of Youngquist's Proposal is erroneous, arbitrary, capricious, and would result in the contract for the Project not being competitively awarded in violation of Florida law because there are no facts set forth within the two Proposals that support the District's decision to assign FDD two [2] more points than Youngquist under Factor 2, *i.e.,* "Proposer's Experience" as indicated in the Proposal Ranking Sheet attached hereto as Exhibit "B". Moreover, Youngquist respectfully submits:

a. Youngquist was the lowest responsive, responsible Proposer because its Proposal offered to build the Project for the Price of **$13,898,989.00.** In comparison, FDD's

[1] The District's Proposal Ranking Sheet was comprised of eight [8] separate categories of "Factors" that were used to evaluate the Proposals submitted in repose to the RFP. The maximum points that could be assigned to any Proposal was one-hundred [100], with each Factor having a Maximum possible score of 10, 15 or 20. Youngquist/Petitioner overall total score was "97" and FDD's was "98.71".

Proposal (*See attached* Exhibit "E") offered to build the Project for the Price of **$15,506,500.00**, this is approximately $1,607,511 higher than Youngquist's Proposal.

b. In spite of this significant Price difference, the District nevertheless issued the Notice [to Award the Contract to FDD] because FDD received an overall ranking score that is 1.71 points higher than Youngquist's, *see & compare* Exhibit "B".

c. Pursuant to the District's Project Manual in the RFP, Youngquist's and FDD's respective Proposals "shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual" (emphasis added) see Project Manual,¶ 20 at 13.

d. While the District may exercise discretion in its evaluation of Youngquist's and FDD's separate Proposals, that discretion may not be exercised arbitrarily or capriciously, but rather, the District's judgments must be based upon the relevant facts that reasonably support its conclusions.

e. Youngquist specifically protests the District's decision regarding the comparative score of "20" to FDD and only "18" to Youngquist under Factor No. 2 entitled "Proposer's Experience" in the Proposal Ranking Sheet, *see* Exhibit "B".

f. As detailed below, no reasonable subjective, less objective, evaluation of the information provided by Youngquist's and/or FDD's Responses to the Factor No. 2 "Experience" can support the District's conclusion that FDD is more-experienced or more-qualified than Youngquist.

g. If the District had fairly and reasonably evaluated and determined the points to be allocated in the "Experience" category, Youngquist would either score higher but certainly

no lower than equal to the Factor No. 2 category assigned to FDD in the Proposal Ranking Sheet, *see* Exhibit "B" and the Contract for the Project would properly be awarded to Youngquist as the Proposer with the lowest Price and the highest total Score,[2]

h. For the reason, fact and law more fully stated herein and below, the District's decision to issue the Notice and intent to award the Project to FDD constitutes an arbitrary and capricious exercise of its discretion in violation of Florida law.

5. Youngquist/Petitioner further submits the following facts further support the instant Protest and granting of the relief requested:

a. Pursuant to Part I. General Information – (C) Evaluation Criteria in the Project Manual, each Proposer's experience shall be evaluated on the basis of "Past record and experience of the respondent with Terra Lago CDD, experience with similar projects, and/or experience with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc." Id. *at* 15. *see* Exhibit "C".

b. Under the Evaluation Criteria published in the Project Manual and reported in Proposer's Experience, Factor No. 2 in Proposer's Ranking Sheet, the District only awarded Youngquist 18 points, but assigned FDD the maximum allowable 20 points *see* Exhibit "B" .

c. Any reasonable, objective review of the information reported by each Proposer in its Proposal regarding Experience makes clear there is no rational basis for awarding FDD more points than Youngquist under the RFP's stated Evaluation Criteria.

d. Specifically, FDD's Proposal lists the following Experience:

i) FDD only has completed five [5] deep injection wells since September 2017 and has just two [2] more under construction;

[2] If the Proposer's Experience, Factor No 2 reflected equal values for both Proposers, Youngquist's overall Ranking Score would increase to "99" or become "0.29" higher than FDD's reported score of "98.71".

ii) FDD's only has [4] deep injection well clients: Two [2] electric utility companies, one [1] special improvement district,[3] and one [1] city.

iii) During the preceding seven [7] years,[4] the total dollar value of FDD's reported deep injection well work is less than $55,000,000.

e. In comparison, Youngquist's Proposal identifies the following Experience:

i) Youngquist has completed twenty-seven [27] deep injection wells for eleven [11] different clients since 2021;

ii) During the preceding four [4] years the value of Youngquist's completed contracts for deep injection wells totals more than $320,000,000;

iii) Currently, Youngquist has thirteen [13] deep injection wells under construction for ten [10] different clients, as well as three [3] additional wells for other clients where a notice to proceed has been issued but work has not commenced;

iv) The value of Youngquist's in-progress contracts for deep injection wells totals over $262,000,000;

v) All of Youngquist's deep injection well clients are exclusively municipalities, municipal water companies and one [1] municipal landfill.

---

[3] Part II of the Proposal Form – (C) Experience, item 2., asks whether the proposer has "previously performed work for a community development district." FDD answered "yes" and listed the North Springs Improvement District as the community development district client. North Springs Improvement District is an Independent Special District, not a Community Development District.

[4] I.e., 2017-2024.

f. In sum, since 2021, Youngquist has successfully completed, commence, or been awarded, forty-three [43] deep injection wells, averaging approximately ten [10] per year and representing a total value of work over $582,000,000 for twenty [24] municipal clients.

g. In comparison, since 2017, FDD has only completed, commenced, or been awarded, seven [7] deep injection wells, averaging approximately one [1] per year and representing a total value of work less than $55,000,000 for two [2] municipal clients and two [2] electric utilities (and no community development districts[5]).

h. Insite of the forgoing undisputed facts, the District awarded FDD two [2] more points than Youngquist the category of Proposer's Experience that resulted in the FDD's overall Proposal Ranking to be 1.71 points higher than Youngquist and the basis for the District's issuing the Notice.

i. Simply stated, there is no proper, reasonable basis for the District's evaluation and scoring of FDD's respective Experience at a number that is higher than Youngquist's under the Factor 2, Evaluation Criteria.

6. The facts that are <u>in dispute</u> between the Petitioner and Respondent are:

a. The Proposal Ranking Sheet that provides FDD 1.71 more points than Youngquist.

b. The Factor 2, Evaluation Criteria, that provides FDD a score of twenty [20] and Youngquist only a score of eighteen [18].

---

[5] <u>See</u> footnote #1, <u>*supra*</u>.

c. The absence of any factual basis to support the District's determination that Youngquist's Experience score ranking determined in accordance with the Evaluation Criteria specified in the Project Manual is two [2] points less than FDD's.

7. A copy of the Proposal Ranking Sheet is attached hereto as Exhibit "B".

8. Youngquist submits the following applicable points of law and legal authorities support the granting of the instant Protest and Petition:

a. "There is a great public interest in ensuring that contracts be awarded to effectuate the intent of the competitive bid laws." *City of Sweetwater v. Solo Const. Corp., 823 So. 2d 798, 801 (Fla. 3d DCA 2002).*

b. "Where discretion is vested in a public agency for the award of contracts for public works...this discretion may not be exercised arbitrarily or capriciously but must be based on facts reasonably tending to support the conclusions reached by such agency." *Miami-Dade County v. Church & Tower, Inc., 715 So. 2d 1084, 1088 (Fla. 3d DCA 1998).*

c. The District's Rules clearly mandate:

> Scope: All Contracts for the construction or improvement of any building structure or other public construction works...shall be let under the terms and of these Rules and the procedure of Section 255.20 of the Florida Statutes...

see, *District Rules, Rule 3.5 (1).*

d. The Contract for construction of this Project "must be competitively awarded" and cannot be done in an "arbitrary or capricious" manner, *Fla. Stat. § 255.20.*

e While the District holds more than a modicum of discretion in evaluation of Proposals submitted in response to Request for Propoesals of public works, like this Project, its discretion is not unlimited. The decisions made by the District exercising that discretion to determine the scores to be assigned to Youngquist's and FDD's respective Proposals under the

stated Evaluation Criteria must be supported by the relevant facts and reasonable interpretation thereof.

e. Examination of the undisputed facts presented in Youngquist's and FDD's respective Proposals demonstrates Youngquist has far greater experience than FDD. However, the District's comparative evaluation and ranking of the two Proposers' relative experience directly controverts all the relevant and undisputed facts presented in the respective Proposals. The inescapable conclusion drawn from the District's evaluation and resultant differential between Youngquist's and FDD's rankings in the Factor 2, Experience Criteria is the overwhelming evidence of disparate treatment, improper motives, lack of apposite reason, and/or deployment of pretext.

f. When a public authority, like the District, seeks to award a contract based upon improper motive, without reason, or for a reason that is merely pretextual, it is "devoid of any legal basis" *Sweetwater, 823 So. 2d at 802*, and constitutes arbitrary and capricious action. *Id.*

g. The District's exercise of discretion as reflected in the Notice seeking to award the contract for the Project to FDD on the basis that FDD's experience is greater than Youngquist's is not supported by the undisputed material facts or any permissible interpretation/application thereof, and therefor inapposite to Florida law and cannot stand, *see City of Pensacola v. Kirby, 47 So. 2d 533, 535–36 (Fla. 1950).*

CONCLUSION

For the Reasons, Facts and Law set forth herein, Youngquist submits the District's decision to issue the Notice constitutes an arbitrary and capricious exercise of its discretion, that is wholly unsupported by the undisputed material facts and violates the District's plenary duty to competitively award the contract for construction of the Project.

Accordingly, Youngquist respectfully requests the instant Protest/Petition be granted and the District be ordered to: 1) Rescind the Notice of Intent to Award the Project to FDD; 2) Rescind the score of "20" assigned to FDD for Proposer's Experience, Factor No. 2 in the Ranking Sheet and substitute a score that is no greater than "18"; 3) Rescind the score of "18" assigned to Youngquist for Proposer's Experience, Factor No. 2 in the Ranking Sheet and substitute a score that is equal to the maximum value of "20"; or 4) In the Alternative, rescind the scores assigned to FDD and Youngquist for Proposer's Experience, Factor No. 2 in the Rankling Sheet and substitute an equal score to both Proposers; and 5) Issue a new Notice of Intent to competitively award the Project to Youngquist as the highest-scoring, lowest-Priced, responsible, responsive Proposer .

This Protest/Petition is submitted under a reservation of Youngquist's rights to supplement or amend the same as additional information becomes known or available, albeit by public record requests, investigations and/or the additional administrative or judicial proceedings.

Respectfully Submitted,
Law Offices of Mark R. Komray, Esq., PLLC,

Mark R. Komray, Esq.
Eric J. Brooks, Esq.
Counsel for Protester/Petitioner
-Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, Florida 33908
Fort Myers, FL 33918
mrk@komraylaw.com
ejb@komraylaw.com
239-330-2937

Index of Exhibits

Composite Exhibit "A"	Youngquist's Notice of Protest and Protest Bond
Exhibit "B"	District's Proposal Ranking Sheet
Exhibit "C"	Project Manual *excerpts*.
Exhibit "D"	Youngquist Proposal
Exhibit "E"	FDD Proposal
Exhibit "F"	District's Notice of Intent to Award

Certificate of Service:

The original of the PETITION & FORMAL WRITTEN PROTEST was served/delivered to Terra Lago Community Development District c/o District Manager, Attn: Cindy Cerbone, Wrathell, Hunt & Associates, LLC, 2300 Glades Road 410W, Boca Raton, FL 33431 via Fed Ex Next Day and, as requested, a copy was provided to District Counsel, Ryan J. Dugan, Esq. (Ryan.Dugan@kutarock.com), on this 20th day of November, 2024.

Law Offices of Mark R. Komray, Esq., PLLC

Mark R. Komray, Esq.

LAW OFFICES OF MARK R. KOMRAY, ESQ., PLLC
Attorney & Counselor at Law
1882 N. Tamiami Trail #3434
Fort Myers, Florida 33918
24/7 Reception: 239-330-2937 & E-Mail: mrk@komraylaw.com

Admitted to Practice:
Court *Florida & Georgia*
Mediator Supreme Court of United States of America

Florida Supreme
Certified County & Civil

November 15, 2024
Original Protest Bond Delivered by Hand
Duplicate Copy to District Counsel, Ryan Dugan, Esq. by e-mail

Terra Lago Community Development District
c/o District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road 410W
Boca Raton, FL 33431

Re: Youngquist Brothers, LLC Protest of CDD's Notice of Intent to Award Injection Well Project to Florida Design Drilling for Wastewater Treatment Facility Injection Well System Improvements Project ("Project")

Dear Ms. Cindy Cerbone:

Please find enclosed the Original Protest Bond in the amount Ten-Thousand Dollars and No Cents [$10,000.00] (herein the "Bond") tendered by my client, Youngquist Brothers, LLC, the Lowest Proposer (herein "Youngquist") on the above referenced Project in accordance with the CDD's Rules and Procedures.

A duplicate original copy of Youngquist's Notice of Protest dated Nov 13, 2024, is also enclosed, (herein the "Notice of Protest") along with District Counsel's e-mail dated November 14, 2024, confirming it was timely and properly delivered.

Moreover, the Bond is provided in advance of the Formal Protest that Youngquist will be subsequently delivering to the to the CCD within the requisite 7-day time frame

Respectfully Submitted

Mark R. Komray, Esq.

cc: Ryan Dugan, Esq. District Counsel w/ enc as stated (Ryan.Dugan@KutakRock.com)

LAW OFFICES OF MARK R. KOMRAY, ESQ., PLLC
Attorney & Counselor at Law
1882 N. Tamiami Trail #3434
Fort Myers, Florida 33918
24/7 Réception: 239-330-2937 & E-Mail: mrk@komraylaw.com

Admitted to Practice:
Florida & Georgia
Supreme Court of United States of America

Florida Supreme Court
Certified County & Civil Mediator

November 13, 2024
Via e-mail only

COPY

CDD District Counsel
Ryan Dugan, Esq.

Re: Terra Lago Community Development District
Notice of Intent to Award – Wastewater Treatment Facility
Injection Well System Improvements Project ("Project")

Dear Mr. Dugan:

This e-mail constitutes the Notice of Protest of Terro Lago CDD's Notice of Intent to Award dated Nov. 12, 2024. (herein "CDD" and "Notice of Intent to Award", respectively) presented on behalf of Youngquist Brothers, LLC, (herein "Youngquist" and/or Lowest Proposer").

Youngquist's Notice of Protest of the Notice of Intent to Award incorporates the basis set forth in the below stated preliminary Notice of Protest dated Nov 11, 2024, together with such additional grounds as may be discovered by public records request and other proceedings.

I disclose my attempted contact this morning to Cindy Cerbone, the CDD's District Manager, regarding the forgoing but was advised Ms. Cerbone was unavailable. At that time, I provided DCC's receptionist, Emma, my contact information, the reasons for my call. Ms. Emma indicated she would promptly relay all that information to Ms. Cerbone via an e-mail and was not authorized to provide Ms. Cerbone's direct contact information. I also requested contact information for Mr. Dugan who is shown as a "cc' on the Notice of Intent to Award as "District Counsel", but the CDD's receptionist advised she was not at liberty to provide that information.

Until such time as the CCD provides a *pro-forma* copy of the required $10,000.00 Protest Bond, Youngquist cannot obtain the same and satisfy that Protest condition. I respectfully reiterate Youngquist's pending requests for either transmission of a sample copy of the requisite Protest Bond, or such other alternatives as maybe acceptable to the CDD. Similarly, Youngquist requests transmission of a copy of the CDD's Rules of Procedure as stated in the Notice of Intent to Award or the web-based address where the same can be located and downloaded.

In light of the forgoing, Youngquist, as the Lowest Proposer respectfully requests CDD by and through its District Counsel immediately provide and/or confirm:

1) A sample of the Protest Bond that Youngquist must provide in such from that is acceptable to the CDD;
2) No further actions will be taken by the CDD regarding the Notice of Intent to Award, including but not limited to, award and execution of any agreement concerning the Project with Florida Design Drilling, LLC, (FDD");
3) Copies of all documents, communication within the CDD's custody or control that relate to or concern the Rankings, evaluations and assigned numerical values between to the Rankings as generated, determined and utilized by the CDD's Board upon which it is basing its Notice of Intent to Award;
4) Copies of all documents, communications, and meetings between, from, and/or to FDD relating, referring to FDD's Proposal, Project, project Manual and/or Rankings;
5) Copies of all documents, communications, and meetings between, from, and/or to FDD and any CDD personnel relating, referring to FDD, FDD's Proposal, Project, Project Manual and/or Rankings;
6) Copies of all documents, communications, and meetings between, from, and/or to FDD and any CDD consultants, relating, referring to FDD, FDD's Proposal, the Project, Project Manual and/or Rankings; and
7) First available dates and times when the CDD's Board Members, CDD Manager are available to be deposed under oath regarding the forgoing.

Of course, I would like to speak with Mr. Dugan, District Counsel, as soon as possible regarding these matters and respectfully request if he kindly call me on my direct dial phone (239-810-3455) upon receipt of this communication.

Sincerely:

/s/ Mark R. Komray, Esq.

~~Matt Young~~

From: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Sent: Thursday, November 14, 2024 4:31 PM
To: Mark Komray <mrk@KomrayLaw.com>
Cc: Eric J. Brooks <ejb@komraylaw.com>; Mackie, Tucker <Tucker.Mackie@KutakRock.com>
Subject: RE: Youngquist Brothers LLC Notice of Protest

Mark,

Yes, I am re-confirming that Youngquist Brothers, LLC's Notice of Protest was timely and properly received by the CDD within the 72-hour time frame. Please let this email and my prior email service as confirmation of the same.

The formal protest and protest bond should be addressed to:

Terra Lago Community Development District
c/o District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road 410W
Boca Raton, FL 33431

Cindy Cerbone is the District Manager contact who will receive the mailed formal protest at the above address. She will make sure it gets back to me, but if you could email me a scanned copy before mailing, I would greatly appreciate it.

Thank you and let me know if you have any questions.

Ryan J. Dugan
Associate

Kutak Rock LLP – Tallahassee
Ryan.Dugan@kutakrock.com
p: 850.692.7333 m: 850.228.8838

From: Mark Komray <mrk@KomrayLaw.com>
Sent: Thursday, November 14, 2024 4:13 PM
To: Dugan, Ryan J. <Ryan.Dugan@KutakRock.com>
Cc: Eric J. Brooks <ejb@komraylaw.com>
Subject: Youngquist Brothers LLC Notice of Protest

[CAUTION - EXTERNAL SENDER]

Hi Ryan:

I downloaded and reviewed the DCC's Rules and Procedures and came across **Rule 3.11(1) (d)** that states: **"The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours."**

I know we discussed and agreed that Youngquist Brothers LLC's Notice of Protest that I sent to you via e-mail on 11-13-24, was properly and timely sent and received by the DCC: You also emphasized, and I agree, my client's forthcoming coming Formal Protest must be sent to the CDD's District Office to the District Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 along with the Original Protest Bond in the Penal Sum of $10,000.00.

Given the above cited section of Rule 3.11, and the consequences for untimely or improper delivery, I want to reaffirm that Youngquist Brothers, LLC's Notice of Protest sent to you as District Counsel via my e-mail on 11-13-24 has, in fact, been timely

and properly received by the CDD within the requisite 72-hour time frame. Also, please let me know the name of the person to whom my client's Formal Protest and Protest Bond should be addressed.

Many Thanks & All the Best: -Mark

Mark R. Komray, Esq.
Law Offices of Mark R. Komray, Esq., PLLC
Mailing Address:
1882 N. Tamiami Trail, #3434
Fort Myers, FL 33918
24/7 Reception: 239-330-2937
e-mail: mrk@komraylaw.com

This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message. Thank you.

STATE OF FLORIDA ADMINISTRATION COMMISSION PROCUREMENT PROTEST BOND

Bond Number: EACX4041815

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Youngquist Brothers, LLC a (mark one) [x] limited liability company [ ] corporation, [ ] partnership, [ ] proprietorship, organized and existing under the laws of the State of Florida, and having its principal place of business at 15465 Pine Ridge Road, Fort Myers, FL 33908, as PRINCIPAL; and Endurance Assurance Corporation , a surety company, organized under the laws of the State of Delaware , and duly authorized to do business in the State of Florida, whose principal place of business is 4 Manhattanville Road, Purchase, NY 10577, as SURETY, are held and firmly bound unto the Terra Lago Community Development District, Office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, as OBLIGEE, in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under the provisions of 28-110 Florida Statutes. The above-named Principal has initiated an administrative protest regarding the Obligee's decision or intended decision pertaining to (mark one) [x] Bid Number Wastewater Treatment Facility Injection Well System Improvements Project [ ] an agency's request for approval of an exceptional purchase of _____ submitted by Youngquist Brothers, LLC. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and/or judgment, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorneys' fees.

PRINCIPAL: Youngquist Brothers, LLC

BY: _____

Title: Manager _____ (CORPORATE SEAL) N/A

ATTEST: _____

SURETY: Endurance Assurance Corporation

BY: Theresa Hintzman

Title: Theresa Hintzman, Attorney-in-Fact (CORPORATE SEAL)

Florida Resident Agent: Jennifer Rebecca Lochmueller

Jennifer Rebecca Lochmueller

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached).

Bonds must be countersigned by an agent licensed in Florida. Section 287.042(2)(c), F.S., authorizes a cashier's check or money order in lieu of a bond, for procurements governed by Chapter 287, F.S.

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11078

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hintzman, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsy Hoagland, Jacob Motto, Jennifer Edwards** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety: bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of November, 2024.

By: Daniel S. Lorie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Terra Lago Community Independent Special District

REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

Proposal Ranking Sheet

Factor	Description	Max	Florida Design Drilling	Youngquist Brothers
1	**Personnel** Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.	15	15	14
2	**Proposer's Experience** Past record and experience of the respondent with Terra Lago CDD, experience with similar projects, and/or experience with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.	20	20 (35)	18 (32)
3	**Understanding of Scope of Work.** Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	10	10 (45)	10 (42)
4	**Financial Capability** Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.	10	10 (55)	10 (52)
5	**Price** 15 Points will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid. 10 Points are allocated for the reasonableness of unit prices and balance of bid.	15	~~13.47~~ 13.71 (68.71)	15 (67)
5a	**Reasonableness of Price and Balance of Bid**	10	10 (78.71)	10 (77)
6	**Schedule** 10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.	10	10 (88.71)	10 (87)
6a	**10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance.** These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.	10	10 (98.71)	10 (97)
	TOTAL SCORE:	100	98.71	97

tabbies
PETITIONER'S EXHIBIT
P.

PROJECT MANUAL

REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT

October, 2024

Youngquist Brothers, LLC
15465 Pine Ridge Road, Fort Myers, FL 33908
Phone: 239-489-4444
Fax: 239-489-4545

Terra Lago Community Development District
Request for Proposals for
Wastewater Treatment Facility Injection Well System Improvements

Due: November 8, 2024 @ 11:00am
Indiantown Realty @ 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956

PETITIONER'S EXHIBIT "D"
tabbies

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Terra Lago Community Development District
16205 Southwest Warfield Boulevard
Indiantown, FL 34956

BOND AMOUNT: $ $10,000.00 Ten Thousand Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)

Wastewater Treatment Facility Injection Well System Improvements Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of November, 2024

(Witness)

Youngquist Brothers, LLC
(Principal) *(Seal)*

By: V.P.
(Title)

(Witness)

Endurance Assurance Corporation
(Surety) *(Seal)*

By: Theresa Hintzman
(Title) Theresa Hintzman Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11078

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hintzman, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsy Hoagland, Jacob Motto, Jennifer Edwards** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of November 2024.

By:
Daniel S. Lane, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

Terra Lago Community Development District
Request for Proposals for
Wastewater Treatment Facility Injection Well System Improvements

Youngquist Brothers, LLC has successfully completed over 150 Class I Deep Injection Well and ASR Well projects in Florida with total values exceeding $500 million.

Commitment to Quality

Ultimate responsibility for quality is assigned to the President. The President delegates responsibilities to subordinates for each area within the project. Contractual matters, financial issues and schedule compliance are delegated to the Contract Executive. Daily Operational and Continuity issues are addressed by the Project Manager. Further delegation is made to other YB employees and subcontractors. All subordinates are responsible for application and enforcement of quality within their respective area of responsibility. Emphasis on management participation is based upon our recognition that management involvement in quality control is a strong motivator and the best assurance for success.

Senior Management Team

"Committed, not just involved..."

Tim Youngquist (LLC Manager & President): Tim develops the means and methods for specific projects as well as the overall company strategy, while also heading the team for the design and improvement of support systems and resources.

Harvey Youngquist Jr. (LLC Manager & Vice President): Harvey serves as the Project Manager and is the Principal in Charge of all operations for this project.

Matthew Young (Contract Administrator): As YB's Contract Administrator, Matt ensures contract compliance and overall satisfaction of client expectations. Matt negotiates contract terms and scope as well as serving as a main client contact throughout the project.

Cameron Webster (Rig Manager): Cameron serves as YB's Lead Superintendent and is responsible for all drilling operations. Youngquist Brothers will designate an experienced Field Superintendent at time of award for the project.

The President delegates to the Project Manager, the Rig Manager and other designated representatives the necessary authority such as compliance and scope change negotiations, stop work authority and to maintain quality control. Quality control is a functional responsibility of every employee at every level of work process rather than that of specific inspectors assigned to inspect specific work activities. Every employee in the process shall be involved in understanding the Owner's requirements and meeting or exceeding the efforts required to satisfy those requirements. This Total Quality Management approach enables YB to include both safety and productivity enhancement as part of the construction process for all levels of work.

Project Specific Support Responsibilities

A viable plan is successful when responsibilities are clearly defined within the organization. The following are the basic functions as performed by the team members:

Contract Administrator: The Contract Administrator is responsible for Contractual compliance, oversight of financial issues and Contractual schedule issues. The Contract

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

Administrator addresses issues of additional contract time/cost and negotiations for additional or reduced scope of work.

Project Manager: The Project Manager is responsible for the ongoing continuity of the project from its inception to final completion. The Project Manager is the chief day-to-day contact between YB, the Consultant and the Owner.

Superintendent: The Superintendent is responsible for overall development, implementation and execution of the drilling program and continuous improvement of quality. The Superintendent will advise the Project Manager of problem areas and recommend corrective actions to prevent recurrence.

Richard Finch (Project Coordinator): Richard is responsible for submittals and coordinating subcontractor and supplier scheduling. Richard works closely with the Consultant and/or Engineer to ensure compliance with technical specifications.

Stan Urbina & Josiah Thacker (Project Administration/Support): Stan and Josiah are responsible for compiling and updating all project files, assisting in the submittal process, creating & updating the construction schedule, and originating monthly pay requests.

Tim Mitchell (Safety Officer & Human Resources): Tim serves as YB's Safety Officer and as our Director of Human Resources. Issues concerning safety (after being addressed by the immediate manager on site) should be directed to Mr. Mitchell.

Kevin Kiesling (Logistics): Mobilization, demobilization, deliveries during the project and trucking of tanker loads of drilling fluids and cuttings are all items Kevin helps coordinate. Kevin is also responsible for maintaining YB's fleet of support vehicles and drivers.

Ray Pierson (Geophysical Logging): Ray manages the daily operations of YB's Geophysical Logging Division.

Clay Ferguson (Geophysical Logging & Cementing Quality Control): Clay oversees quality control for YB's Geophysical Logging and Cementing Divisions' and brings decades of experience to this role.

Harvey Youngquist Jr. (Qualifier): Harvey, a degreed engineer from Tulane University, serves as the qualifying Contractor for Youngquist Brothers and holds Florida State Certified licenses as a General Contractor, Electrical Contractor and Water Well Contractor. Harvey is a LLC Manager and Vice President of Youngquist Brothers and participates in a variety of roles related to project support.

In addition to the senior management and support positions detailed above, YB has other capabilities and support personnel to back-up all of its projects, including AutoCAD drawings and designs, a multi-million-dollar machining and fabrication facility, and a warehouse which maintains a multi-million-dollar inventory of parts and equipment.

Subcontractors: Youngquist Brothers is responsible for all our subcontractors. However, subcontractors will perform the day-to-day quality control management of their own work processes. YB does not foresee utilizing any significant subcontractors on this project.

Suppliers: Working all throughout Florida, YB has established trusted relationships with their suppliers. Among other suppliers, YB would coordinate on this project with AME Salt for well suppression material, Cemex for bulk cement powder, and Future Pipe Industries for the FRP tubing to be used on the injection well and monitor well; YB will select a steel casing supplier after award. All of these companies are financially sound, and YB has utilized these suppliers on numerous other projects and can provide further information if requested, including point of contact information

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

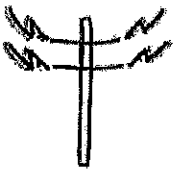
Plan

"He who fails to plan, plans to fail..."

Prior to Award: Before the bid, Youngquist Brothers prepares by diligently studying and making inquiries into the proposed bid documents. The bid development team thoroughly dissects the specifications on a line-by-line basis. At this stage, YB begins preparing a list of questions to submit to the engineer regarding any specifications that require further discussion or clarification.

Potential problems are identified and solutions investigated. Innovative approaches are encouraged at Youngquist Brothers. A familiar phrase is "***BEST IDEA WINS.***" Examples of this process are set forth below.

Electric Power: It is YB's intent to mobilize an E-Rig and a hybrid rig for this project. YB has substantial experience in obtaining electrical permits and approvals and will be coordinating with the power company and the engineer to provide the required temporary power as soon as possible.



When Youngquist Brothers pioneered and constructed the first five all electric drill rigs, specifically geared for the Class I Injection well market, it did so with a complete design concept. Youngquist Brothers has since added two additional, virtually identical E-Rigs to its repertoire, for a total of seven E-Rigs.

Beyond simply having equipment that operates on electricity, YB engineered, in consultation with major power providers, our own sub-stations and transformer system for utilizing primary power.

Fluids & Solids Control: Youngquist Brothers does not use earthen mud pits for the containment of drilling fluids. All drilling fluids will be contained on site in a steel "mud" system to separate clean cuttings and the bentonite drilling fluid utilized. Used drilling fluids will be removed from the site in tanker trucks and disposed of in an approved manner. The destination for disposal will be determined in the bid process and identified to the City and its engineers through the submittal process after the Notice to Proceed. Clean cuttings, if not approved for on-site disposal, will be hauled off via dump trucks.

After Award

Submittals: When notified that YB will be awarded the contract, our inside management team will immediately begin preparing and submitting all required materials and means submittals necessary to begin the project. Richard Finch and Stan Urbina will head the team that is coordinating with the engineers on submittals and requests. YB will expend considerable effort to ensure that all submittals are accurate and submitted in a timely manner. Because of the substantial lead time for some required materials, it is imperative that YB always coordinate with the engineer and owner.

Human Resources: When notified that YB will be awarded the project, Tim Mitchell will meet with the YB management team to determine the resources needed for the project. At that time, YB will formally announce the superintendent for the job and will begin to crew up accordingly. Tim will be involved in the selection and approval of the crew. YB has a stringent drug and alcohol policy, and Tim will be enforcing this policy with both regular visits to the site and phone conferences with the superintendent.

In addition, as YB's lead Safety Officer, Tim will be coordinating directly with the engineers and owners to make sure that YB is prepared and following all site-specific safety

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

guidelines. YB has a substantial existing safety protocol and Tim along with the rest of the YB management team is committed to providing our employees with a safe environment in which to perform work.

Permits: At first notice that YB will be awarded the project, the management staff at YB will begin the steps required to obtain all the necessary permits. All permits will be pursued immediately, as YB knows that this can sometimes be a time-consuming part of the project. YB will work with the engineer and owner to answer accurately and quickly all questions that the permitting agencies may have.

Mobilization: When awarded the project, YB will immediately begin preparations for the project. All logistical questions will be formulated and submitted for review and response. The Logistics Coordinator and his team will be involved in the loading, transportation, erection, rigging and powering up of the E-Rig. This will take careful planning and coordination with the superintendent onsite.

Concurrently, YB will begin prepping for initial field operations. This will entail working with the Logistics Coordinator to transport mobile construction equipment to the site. YB will contract, if required, with our surveyor to begin initial site-specific surveys, which will allow us to begin executing the fill and stabilization program.

On-Going Review

Beyond jobsite meetings with the project engineers, owners and other involved parties, Youngquist Brothers holds regular internal meetings to review quality, schedule and cost issues related to the project. The Project Manager, Drilling Superintendent and/or Manager of Drilling Operations will schedule adequate inspections to ensure that materials furnished and work performed conform to the plans and specifications, best practices, and contractual requirements.

Quality Control Inspections: Detailed examinations and testing of materials furnished and work performed will take place to ensure the completed product is in conformance with specification requirements. Higher inspection frequencies will be scheduled for problematic areas or for critical processes or stages of work. These may include checking materials, workmanship, construction, finish, and functional performance. Materials will be inspected at the project site prior to installation, and materials that do not comply or are not suitable for installation will be marked in such a way for ease of identification.

Testing: The Project Manager, Drilling Superintendent and/or Manager of Drilling Operations will verify that required tests are conducted and that the work meets plan and specification requirements.

Quality Improvement: Youngquist Brothers consistently and continually works toward improving the quality of services provided through the following:

- Internal employee quality training
- Regular process/procedures reviews
- Regular quality data reviews

Performance *"Performance is Reality..."*

Committed personnel and a good plan still require performance to accomplish a successful project. Toward that end Youngquist Brothers has developed capabilities that far exceed our competitors.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

E-Rig: Seven virtually identical, state of the art, all electric, digitally controlled drill rigs designed and manufactured by Youngquist Brothers.

Geophysical Logging: Comprehensive, sophisticated testing services and expert well analysis designed for the Class I Injection Well market.

Cementing: Five complete systems designed to ensure consistent and effective cementing programs. Turbine flowmeters, radiometric densometers and YB's Automatic Density Control maintain consistent quality during cementing operations.

Fleet: YB's drilling operations are among the most efficient in the industry due to the availability of our own fleet.

Project-Specific Personnel

In addition to the support staff at YB's headquarters in Fort Myers, it is the intent of YB to have three crews to be able to operate on a 24/7 basis. Crews will consist on average of 3-5 workers per crew, for a total of 9-15 personnel, in addition to the onsite superintendent. Throughout the course of the project YB may mobilize additional personnel as needed (i.e. electricians, welders, mechanics, etcetera) to provide support for the project.

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY
INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (A) GENERAL INFORMATION

1. *Proposer General Information*

Proposer Name Youngquist Brothers LLC.

Street Address 15465 Pine Ridge Rd.

P. O. Box (if any) _____

City Fort Myers State Florida Zip Code 33908

Telephone (239)489-4444 Fax no. (239) 489-4545

Internet Address N/A

1st Contact Name Harvey Youngquist Jr. Title LLC Manager & Vice President

Contact Telephone (239) 489-4444 E-Mail Address harvey@youngquistbrothers.com

2nd Contact Name Matthew Young Title Contract Administrator

Contact Telephone (239) 489-4444 E-Mail Address matt@youngquistbrothers.com

Parent Company Name (if any) N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Proposer.)

2. *List the location of Proposer's office that would oversee the work.*

Street Address 15465 Rine Ridge Rd.

P.O. Box (if any) _____

City Fort Myers State Florida Zip Code 33908

Telephone (239) 489-4444 Fax No. (239)489-4545

1st Contact Name Harvey Youngquist Jr. Title LLC Manager & Vice President

2nd Contact Name Matthew Young Title Contract Administrator

3. *Company Standing*

Proposer's form of entity: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida

Date March 17th, 1977 Charter Number (if applicable) N/A Is the Proposer in good standing with that State? Yes ✓ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?

Yes ✓ No ___

If no, please explain _____

4. *Licensure*

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Martin County:

State of Florida Water Well Contractor License

State of Florida Department of Health Bureau of Radiation Control

State of Florida - Electrical Contractor's Licensing Board

State of Florida - Construction Industry Licensing Board

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

Water Well Contractor License

License No. 11336 Expiration Date 7/31/2025

Qualifying Individual Harvey Youngquist Jr. Title LLC Manager & Vice President

List company(ies) currently qualified under this license

Youngquist Brothers LLC.

Is the registration or license in good standing? Yes ✓ No ___

If no, please explain ___

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

Radioactive Materials License

License No. 3348-1 Expiration Date 12/31/2026

Qualifying Individual Raymond E. Pierson Title Radiation Safety Officer

List company(ies) currently qualified under this license

Youngquist Brothers LLC

Is the registration or license in good standing? Yes ✓ No

If no, please explain

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

Electrical Contractor License

License No. EC13004802 Expiration Date 08/31/2026

Qualifying Individual Harvey Youngquist Jr. Title LLC Manager & Vice President

List company(ies) currently qualified under this license

Youngquist Brothers LLC

Is the registration or license in good standing? Yes ✓ No

If no, please explain

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

General Construction Contractor License

License No. CGC1517866 Expiration Date 08/31/2026

Qualifying Individual Harvey Youngquist Jr. Title LLC Manager & Vice President

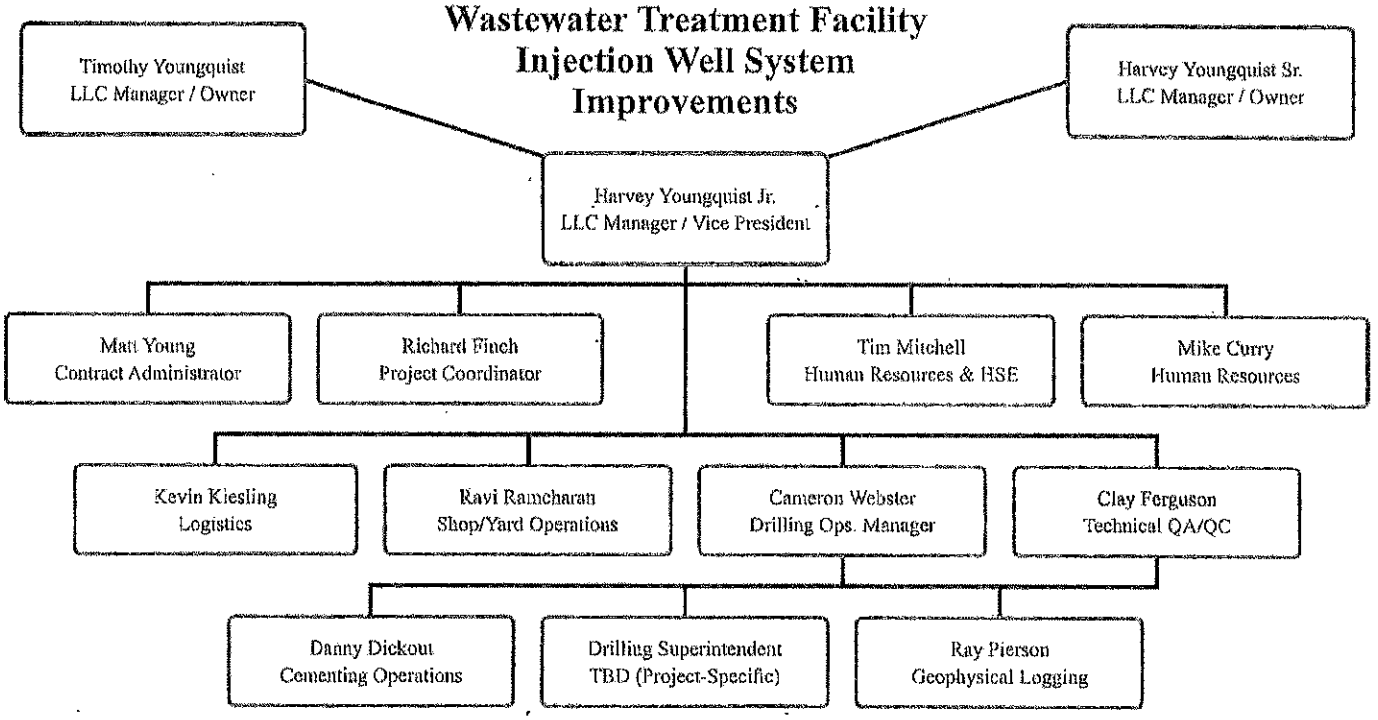
List company(ies) currently qualified under this license

Youngquist Brothers LLC

Is the registration or license in good standing? Yes ✓ No ___

If no, please explain

Terra Lago Community Development District
Request for Proposals for
Wastewater Treatment Facility
Injection Well System
Improvements



Youngquist Brothers, LLC Organizational Chart 2024

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Harvey B Youngquist Jr.

License No. 11336 Expires 7/31/2025

DISTRICT CERTIFICATION OFFICER

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

YOUNGQUIST, HARVEY BRUCE JR

YOUNGQUIST BROTHERS, LLC
15465 PINE RIDGE RD
FORT MYERS FL 33908

LICENSE NUMBER: EC13004802
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

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.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 404, Florida Statutes, and Chapter 64E-5, Florida Administrative Code (F.A.C.), and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing such licensee to receive, acquire, possess and transfer the radioactive material(s) designated below and to use such radioactive material(s) for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the state of Florida, Department of Health now or hereafter in effect and to any conditions specified below.

Licensee	
1. Name: YOUNGQUIST BROTHERS, LLC	3. License Number: 3348-1 is hereby renewed in its entirety with reference to application dated June 29, 2021, and correspondence dated July 27, 2021
2. Address: 15465 Pine Ridge Road Fort Myers, FL 33908	4. Expiration Date: 12/31/2026 5. Category: 3I(1)

6. Radioactive Material (element and mass number)	7. Chemical And/Or Physical Form	8. Maximum Quantity Licensee May Possess At Any One Time
A Iodine 131	A Solution	A. 100 millicuries

9. Authorized Use

A. To be used in a Probe Technology, Inc., part number 050-F0408-000, 1-11/16" motorized ejector tool for the performance of subsurface tracer studies.

CONDITIONS

10. A. The authorized place of use and storage shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under reciprocity which has been approved by an agreement state or the NRC.

B. The authorized place of storage is the licensee's facility located at the address in Item 2, and at temporary job sites.

11. Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to $1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.

License Number: 3348-1 | LICENSEE COPY | Category: 3I(1)
Amendment No: 19 | CORRECTED COPY
Control Number: 20210707-0697 | Page 1 of 3 Page(s) | Expiration Date: 12/31/2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

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

YOUNGQUIST, HARVEY BRUCE JR

YOUNGQUIST BROTHERS LLC
15465 PINE RIDGE ROAD
FORT MYERS,

LICENSE NUMBER: CGC1517866
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

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.

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
CORPORATE OFFICERS
(Attach additional sheets if necessary)

Company Name Youngquist Brothers LLC. Date November 7th, 2024

Provide the following information for Officers of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Timothy Youngquist	Manager	President	Fort Myers, FL
Harvey Youngquist Sr.	Manager	Treasurer	Fort Myers, FL
Harvey Youngquist Jr.	Manager	Vice President	Fort Myers, FL
Bretty Youngquist	Manager	Vice President	Naples, FL
Trista Kragh	Manager	Manager	Glenville, NC
FOR PARENT COMPANY (if applicable)			
Not Applicable			

Resumes available upon request

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
OTHER SUPERVISORY PERSONNEL
(Attach additional sheets if necessary)

Company Name Youngquist Brothers LLC. Date November 7th, 2024

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Harvey Youngquist Jr.	Project Manager	Oversees day-to-day operations	20	20
Matthew Young	Contract Administrator	Contractual items, pay apps & schedule updates	4	4
Richard Finch	Project Coordinator	Submittals, material procurement & professional service coordination	7	7
Cameron Webster	Drilling Ops Manager	Coordinating w/ superintendent (supplies, schedule, etc.)	12	32
Clay Ferguson	Geophysical Logging & Cementing QA/QC	Logging & Cementing QA/QC	9	42
Ray Pierson	Geophysical Logging Manager	Geophysical Logging	8	15
Timothy Mitchell	Environmental Health & Safety Manager	Safety / Human Resources	9	23
Superintendent (TBD)	Superintendent	Day-to-day onsite operations	TBD	TBD

Select resumes attached - additional resumes available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Harvey Youngquist, Jr.
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

- LLC Manager, Vice President
- Project Manager

Professional Qualifications:

• State of Florida Water Well Contractor	#11336
• Florida Certified General Contractor	#CGC1517866
• Florida Certified Electrical Contractor	#EC13004802
• Florida Certified Class A Air Conditioning	#CAC1819495
• Bachelor of Science – Mechanical Engineering	

Education:

Estero High School	Graduated	2000
Tulane University	Bachelor of Science – Mechanical Engineering	2004

Employment:

Youngquist Brothers, LLC	2004 to Present

Scope of Qualifications:

- 19+ Years Drilling Experience
- Water Well Design, Construction, Testing and Maintenance
- Geophysical Logging and Analysis
- Deep Well Acidization

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Cameron Webster
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Manager of Drilling Operations

Professional Qualifications:

- Over 30 years of experience as a Well Driller
- OSHA 10 Hour Construction / OSHA 40 Hour Trained
- HAZWOPER Trained

Education:

Eastwood Collegiate Institute

Employment:

Youngquist Brothers, LLC	Manager - Drilling Operations	2012 to Present
Youngquist Brothers, Inc.	Superintendent	1996 to 2012
Hammer Construction	Superintendent	1992 to 1996
Self Employed		

Scope of Qualifications:

- Well Drilling & Equipment Design
- Core Sample Retrieval
- Well Bore Logging & Testing
- Mechanical Integrity Testing
- Well Maintenance
- Cementing/Perforation
- Mud & Reverse Air Drilling
- Fiberglass Casing Installation
- Deep Well Acidization

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Clay Ferguson
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Operations Manager & Quality Control

Professional Qualifications:

- Over 30 Years of Experience in Geophysical Logging and Well Drilling
- OSHA 30-Hour Construction
- OSHA 24-Hour Hazwoper,
- Water Well Contractor – License 9463
- State of Florida Dept. of Health – Radioactive Materials License RSO
- US BATF – 33 – User of High Explosives
- State of Florida Explosive Users and Blasters Permit
- First Aid, CPR & H2S Environments

Education:

Midwestern State University	B.S. Arts & Science
Colorado State University	Natural Resource Management

Employment:

Youngquist Brothers, LLC	Operations Manager/QC	July 2015 – Present
Layne Christensen Company	Drilling Operations Manager	2009 – July 2015
Youngquist Brothers, LLC	Operations Manager	2006 – 2009
Youngquist Brothers, LLC	Geophysical Logging Manager	1998 – 2006
American Eagle Well Logging	Owner/Partner/Logging Engineer	1988 – 1998
Welex/Haliburton Logging Services	Logging Engineer	1980 – 1983

Scope of Qualifications

- Well Drilling & Equipment Design
- Geophysical Logging & Testing
- Radiation Safety Officer
- Mechanical Integrity Testing
- Specialty Cement Blends
- Explosive Use and Safety
- Geophysical Coring
- Mud & Reverse Air Drilling
- Regulatory Compliance
- Cementing / Perforating
- Deep Well Acidization
- Geophysical Log Analysis and Interpretation
- Value Engineering
- Project Estimating
- Scheduling
- Rig Safety
- Down Hole Fishing
- Daily Drilling Supervision of Up to Eight (8) Deep Injection Well Rigs

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Amed Ebra Rodriguez
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Professional Qualifications:

- Well Driller
- OSHA 10 Hour Construction
- OSHA 30 Hour Construction
- IADC Rig Pass
- H2s Alive
- Confined Space Entry
- Rescue and First Responder
- WHMIS Certified

Education:

IT Technician

Employment:

Youngquist Brothers, LLC	Superintendent	2022 to Present
Youngquist Brothers, LLC	Driller	2021 to 2022
ENSIGN	Driller	2020 to 2021
Trinidad Drilling	Driller	2018 to 2020
Trinidad Drilling	Derrick hand	2017 to 2018
Youngquist Brothers, Inc.	Driller	2016 to 2017
Youngquist Brothers, Inc.	Derrickhand	2015 to 2016
Sherrit Int. Oil & Gas	Driller	2014 to 2015
SAIPEM ENI	Derrickhand	2011 to 2014
Great Wall DC	Floorhand	2007 to 2011

Scope of Qualifications:

- Construction and Testing of Water Wells
- Well Drilling & Equipment Design
- Geophysical Coring
- Geophysical Logging
- Mechanical Integrity Testing
- Cementing/Perforation
- Mud & Reverse Air Drilling
- Fiberglass Casing Installation
- Rig Up, Rig Down & Site Preparation

Superintendent to be chosen after award. Additional information available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

William Steele
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Professional Qualifications:

- Well Driller
- HAZWOPER 24
- OSHA 30 Hour Construction
- CPR & First Aid

Education:

Florida Southern College		1978-1982

Employment:

Youngquist Brothers, LLC	Superintendent	1994 to Present

Scope of Qualifications:

- Construction and Testing of Water Wells
- Mud & Reverse Air Drilling
- Coring & Core Sample Retrieval
- Geophysical Logging
- Mechanical Integrity Testing
- Cementing/Perforation
- Fiberglass Casing Installation
- Rig Up, Rig Down & Site Preparation
- Deep Well Acidization
- Packer Testing
- Well Drilling & Equipment Design

Superintendent to be chosen after award. Additional information available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Jason Reed
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Professional Qualifications:

- Drilling Superintendent
- Well Driller
- OSHA 10 Hour Construction

Education:

Captain Shreve High School	Shreveport, Louisiana

Employment:

Youngquist Brothers, LLC	Superintendent	2021 - Present
Baker Hughes	Field Supervisor	2003 - 2020
Reading & Bates	Driller	1997 - 2003

Scope of Qualifications:

- Construction and Testing of Water Wells
- Well Drilling & Equipment Design
- Geophysical Coring
- Geophysical Logging
- Mechanical Integrity Testing
- Cementing/ Perforation
- Mud & Reverse Air Drilling
- Fiberglass Casing Installation
- Rig Up, Rig Down, Site Preparation
- Directional Drilling
- Downhole Tools
- Geosteering
- Re-entry and Well Intervention
- High Pressure/Hi Temp Oil and Gas Wells
- Horizontal Drilling

Superintendent to be chosen after award. Additional information available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Jason Bedell
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Professional Qualifications:

- Drilling Superintendent
- Rig Manager
- Cyber Rig Trainer
- Well Driller
- OSHA 10-Hour Construction

Education:

American Builders and Contractors		Welding / Pipe Fitting Certification
John Glenn High School	Bay City, MI	Diploma 1993

Employment:

Youngquist Brothers, LLC	Superintendent	2024 - Current
SANAD (Saudi Arabia)	Rig Manager	2023 - 2024
Youngquist Brothers, LLC	Superintendent	2023 - 2023
Scandrill INC.	Cyber Rig Trainer	2022 - 2023
Patterson-UTI	Well Driller / Rig Manager	2007 - 2022

Scope of Qualifications:

- Construction and Testing of Water Wells
- Well Drilling & Equipment Design
- Geophysical Coring
- Geophysical Logging
- Mechanical Integrity Testing
- Cementing/ Perforation
- Mud & Reverse Air Drilling
- Fiberglass casing Installation
- Rig Up, Rig Down, Site Preparation

Superintendent to be chosen after award. Additional information available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Mark Devine
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Certification:

- OSHA 30 Hour
- HAZWOPER 24
- CPR & First Aid

Education:

Niagara Falls High Schools, Niagara, NY
Two Year Trade School - Electronic Technology, US Signal Core, Augusta, Georgia

Employment:

Youngquist Brothers, LLC	Superintendent	2015 to Present
Saxon Drilling	Night Supervisor	2011 to 2015
Youngquist Brothers, Inc.	Driller/Derrickman	2002 to 2011
Nabors Drilling	Floorhand / Derrickman/Driller	1998 to 2001

Scope of Qualifications:

- Mud & Reverse Air Drilling
- Core Sample Retrieval (Mud & Reverse Air)
- Logging & Testing
- Mechanical Integrity Testing
- Cementing
- Fiberglass Casing Installation
- Rig Up, Rig Down, Site Preparation
- Deep Well Acidization
- Packer Testing

Superintendent to be chosen after award. Additional information available upon request.

Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Tim Murrell
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent, Drilling Operations
Consultant / Superintendent
Manager – Field Services Drilling & Completions

Professional Qualifications:

- Over 30 Years of Oil & Gas Experience
- OSHA 10-Hour Construction / OSHA 30-Hour Trained
- HAZWOPER Trained
- IADC Well Control
- Local 787 JIW
- Fire Suppression Training/Certified/EMT

Education:

Ore City High School
Kilgore College Fire Academy

Employment:

Youngquist Brothers	Superintendent	2022 to Present
Antero Resources	Consultant / Superintendent / Manger	2009 to 2022
Nabors Drilling USA	Rig Manager / Superintendent	1992 to 2009
JIW Union	Iron Worker Union Member since	1990 to Present

Scope of Qualifications:

- Well Drilling Design, Superintendent Overseeing 16 Drilling Rigs with Nabors Drilling
- Consultant, Superintendent, Manager with Antero Resources Overseeing Drilling & Completions, Pad Construction & Environmental Cleanup
- Managed Conductor Drilling & Cementing Operations
- Core Sample Retrieval
- Mud & Reverse Air Drilling

Superintendent to be chosen after award. Additional information available upon request.

II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT
(Attach additional sheets if necessary)

Company Name Youngquist Brothers LLC. Date November 7th, 2024

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER
Youngquist Brothers owns all the equipment necessary to complete the work associated with this project; all equipment is located in Florida. Equipment includes, but is not limited to: electric drilling rigs, hybrid drilling rigs, loaders, excavators, trucks, trailers (flatbeds, dumps, tankers), cementers, cement silos, large capacity tanks, air compressors, portable substations, geophysical logging tools/trucks, mud pumps, packers, coring tools, generators, manlifts, drill pipe, tubing, welding machines, cranes, etcetera. An equipment list is included in the following pages.				

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. *For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:*

Name: Harvey Youngquist Jr.

Title: LLC Manager & Vice President, Project Manager

Office Location: 15465 Pine Ridge Road, Fort Myers, Florida 33908

Corporation Responsibilities: Harvey oversees all well drilling operations for Youngquist Brothers.

Years in Current Position: 20

Proposed Role for the Project: Harvey will oversee drilling operations and ensure the project continues to progress as scheduled.

% of Time to Be Devoted to Project: Harvey will devote the amount of time necessary to ensure the project runs smoothly and is completed as required.

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: Miami-Dade Central District Wastewater Treatment Plant Municipal Injection Wells CE-2

Time Period of Project: 4+ Years

Description of Project: Construction of (7) Class I injection wells and (4) dual-zone monitor wells.

Role of Manager / Supervisor / Key Personnel: Harvey was project manager for this project, which was completed under budget and on time.

Reference Contact: Dr. Virginia Walsh, P.G., Ph.D.

Contact Phone/E-Mail: 786-552-8266 / Virginia.Walsh@MiamiDade.gov

Project 2

Project Name / Location: Miami-Dade South District Wastewater Treatment Plant Municipal Injection Wells SE-2

Time Period of Project: 2 Years

Description of Project: Construction of (3) Class I injection wells

Role of Manager / Supervisor / Key Personnel: Harvey was project manager for this project, which was completed under budget and on time.

Reference Contact: Neil Johnson, P.G., P.M.P.

Contact Phone/E-Mail: 561-229-1852 / Neil.Johnson@Stantec.com

Project 3

Project Name / Location: City of Hollywood Deep Injection Wells No. 3 and No. 4 Hollywood Southern Regional Wastewater Treatment Plant

Time Period of Project: 2+ Years

Description of Project: Construction of (2) Class I injection wells and (1) dual-zone monitoring well

Role of Manager / Supervisor / Key Personnel: Harvey was project manager for this project, which was completed under budget and on time.

Reference Contact: David McNabb, PG

Contact Phone/E-Mail: 561-623-5468 / David@McNabbHydroConsult.com

(Attach resume, and use additional sheets as appropriate.)

Additional information can be provided upon request.

2. *Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed.*

Staffing Role / Description of Role in Project	# of Individuals	# of Total Man Hours per Month	Status of Staff with Proposer (e.g., full-time, day labor, etc.)
Youngquist Brothers employs over 200 full-time personnel throughout the state of Florida. During drilling operations, crews average 3-5 workers per shift (plus the site superintendent), with shifts lasting 12 hours (7am-7pm, 7pm-7am). Additional personnel may also come onsite for project-specific activities such as:			
- Geophysical logging (1-2 loggers)			
- Cementing (1-2 cementers)			
- Welding (1-4 welders)			
Mobilization, reverse air conversion, and demobilization also involve mechanic, welding, electrician, trucking, crane, and site personnel. Youngquist Brothers employs all trades listed above and will provide ample staffing to complete the project.			
At their home office in Fort Myers, Youngquist Brothers has additional mechanics, electricians, machinists, fabricators, welders and laborers to supplement those in the field. The Fort Myers office is also home to their accounting, human resource, and project management teams. Projects are discussed and worked on daily to ensure the field personnel have adequate resources and that contractual requirements are being met.			

3. *Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.*

Equipment Type	Description of Role in Project	Age of Equipment	% of Time Available to the Project	Is the Equipment Presently Owned? Leased?
Youngquist Brothers owns all the equipment necessary to complete the work associated with this project. Equipment includes, but is not limited to: electric drilling rigs, hybrid drilling rigs, loaders, excavators, trucks, trailers (flatbeds, dumps, tankers), cementers, cement silos, large capacity tanks, air compressors, portable substations, geophysical logging tools/trucks, mud pumps, packers, coring tools, generators, manlifts, drill pipe, tubing, welding machines, cranes, etcetera.				
Type of equipment onsite may differ during project-specific activities such as:				
- Cementing (cementing unit)				
- Geophysical logging (logging truck/equipment)				
- Rig-up, reverse air conversion, rig-down (crane, trucks/trailers)				
- Casing installation (welding machines)				
- Reverse air drilling (air compressor)				
Throughout most of the project, Youngquist Brothers will also have ancillary equipment such as a loader, excavator and manlift for day-to-day use. A list of equipment is included in the following pages, and will be used at the Contractor's discretion.				

EQUIPMENT LIST

Make (ex. Volvo)	Model (ex. L120F)	Type (ex. Loader)	Number (ex. L5)	Serial Number
ADEKOM	Compressor 1	Low Pressure Silo Compressor	SC1	2019092084
ADEKOM	Compressor 2	Low Pressure Silo Compressor	SC2	2019092085
ADEKOM	Compressor 3	Low Pressure Silo Compressor	SC3	2019092090
ADEKOM	Compressor 4	Low Pressure Silo Compressor	SC4	2019092083
ADEKOM	Compressor 5	Low Pressure Silo Compressor	SC5	2019092088
ADEKOM	Compressor 6	Low Pressure Silo Compressor	SC6	2019092087
ADEKOM	Compressor 7	Low Pressure Silo Compressor	SC7	2019092086
ADEKOM	Compressor 8	Low Pressure Silo Compressor	SC8	2019092089
Air Booster	Air Booster	Air Booster		
Atlas Copco	400	Diesel Air Compressor		XAVS 400 CD7
Atlas Copco	XAS 185 JD7	Diesel Air Compressor		
Atlas Copco	XAS 185 JD7	Diesel Air Compressor		
Baldor	Generator	Generator		
Bobcat	331G	Mini-Excavator	N/A	234315946
CAT	930K	Loader	L1	CAT0930KTRHN00700
CAT	930K	Loader	L2	CAT0930KPRHN00696
CAT	930K	Loader	L3	CAT0930KARHN00706
CAT	930K	Loader	L4	CAT893AKJRHN00717
CAT	930K	Loader	L6	CAT0930KSRHN00713
CAT	320L	Excavator		67JH15056
CAT	320L	Excavator		9KK03619
CAT	D6	Bulldozer		
CAT	V300	Forklift	107	25V524
CAT	DP25	Forklift	2	65820522
CAT	DP25K	Forklift	319	AT18B-05356/55F-SSS-A156
CAT	550kw	Generator		BEJ0632 or BQ550
CAT	550kw	Generator		
Crown	SC4040-40TT190	Forklift		9A141683
Ditch Witch	RT40	Trencher		3Y1208
Dynapac	CA250D	Roller		65820522
Genie	GS-1930	Scissor lift		N/A
Grove	RT635C	Crane		
Grove	RT635C	Crane		
Hyundai ROBEX	200LC	Excavator	ROBEX 200LC	E1013K13002
JLG	3394RT	Manlift-Big Platform		200175968
JLG	60'	Manlift		
John Deere	Generator	John Deere		PE6068T330495
John Deere/mecc alte	165 KVA	Generator		
Kaiser	M27 92CFM	Diesel Air Compressor		WKA0N0758D4914101
Kaiser	Compressor	Diesel Air Compressor		
Komatsu	WA200-6	Loader		K3546KMTWA105K01071975
Komatsu	WA200-6	Loader	1430	72583 KMTWA105L01072583
Komatsu	100	Loader		
Komatsu	PC35MR	Mini-Excavator		19097
Liebherr	LTM 1080	Crane		0 61531
Lincoln	Shield ARC SA-250	Diesel Welding Machine	SW1	U1930723161
Lincoln	Ranger 305G	Welding Machine Gas		
Lincoln	Ranger 305G	Welding Machine Gas		
Lincoln	Ranger 305G	Welding Machine Gas		
Lincoln	Ranger 305G	Welding Machine Gas	SW5	U1160109254
Lincoln	Ranger 305G	Welding Machine Gas	SW6	V1160104564
Lincoln	Ranger 305G	Welding Machine Gas		
Lincoln	Ranger 305G	Welding Machine Gas		
Lincoln	Ranger 305G	Welding Machine Gas		
Michigan	L120	Loader		
Michigan	L150	Loader	L5	L150V60252
Miller	Big 50 Diesel	Welder		Engine 99060416
Miller	TMD27	TrailBlazer 55D 4 cylinder		94120743
SDMO	400kw	Generator	3	6007004
SDMO	J80 (Blue) OUC1-1V	Generator		6012283
SDMO	Generator	Generator	3	
Shuttlelift	5SL40B	Gangy crane		
Sullair	TS-20	Electric Air Compressor	5	200808200090
Sullair	TS-20	Electric Air Compressor	3	
Sullair	TS-20	Electric Air Compressor		200808210018
Sullair	TS-20	Electric Air Compressor		
Sullair	LS-20T-200A	Electric Air Compressor		200609 080057
Sullair	LS-20T-200A	Electric Air Compressor		200612 300025
Sullair	185	Diesel Air Compressor		201412090072
Sullair	185	Diesel Air Compressor		201502230008
Sullair	185	Diesel Air Compressor		180PQCAIUEPA

EQUIPMENT LIST

Make (ex. Volvo)	Model (ex. L120F)	Type (ex. Loader)	Number (ex. L5)	Serial Number
Sullair	185	Diesel Air Compressor		2015022300026
Sullair	185	Diesel Air Compressor		2015022300033
Sullair	210	Diesel Air Compressor	C4	004-152102
Sullair	210H	Diesel Air Compressor	C2	
Sullair	225	Diesel Air Compressor		
Tadano	TR500XL	Crane		
Terex	Crossover 6000	Crane	120168	TFVSC5DV1CRBK8604/ LT9TX060LCW120168
Toyota	5FBCU15	Forklift - Electric	83	61804
Volvo	EC360BL	Excavator		
Volvo	L90E	Loader	1415	L90EV67236
Volvo	L120	Loader	L36	L120EV66208
Volvo	L120	Loader	L34	L120EV66209
Volvo	L120	Loader	L10	L120DV63227
Volvo	L120B	Loader	L2	L120V61069
Volvo	L120D	Loader	L11	L120DV14417
Volvo	L120E	Loader	L35	L120EV66210
Volvo	L120F	Loader	L33	L120FV66407
Volvo	L120F	Loader	L37	L120FV66414
Volvo	L150	Loader		L150CV4365
Volvo	EC210BLC	Excavator	1932	EC210V13202
Volvo	EC210BLC	Excavator		EC210CV17202
Volvo	EC210BLC	Excavator	1933	EC210V16458
Volvo	EC290BLR	Excavator		SD2XL07-1032
Volvo	EC290BLR	Excavator	1931	EC360V11503
Volvo	EC360BLC	Excavator		EC360V11310
Volvo	EC360BLC	Excavator	1932	EC360V11444
Volvo	EC360BLC	Excavator		
Volvo	460	Excavator		
Wacker Neuson	LTN 6	Light Stand		5XFLN051XPN005973
Wacker Neuson	LTN 6	Light Stand		5XFLN0511PN005974
Wacker Neuson	LTN 6	Light Stand		
YB	Cementer	Cementer	C1	
YB	Cementer	Cementer	C2	
YB	Cementer	Cementer	C3	
YB	Cementer	Cementer	C4	
YB	Cementer	Cementer	C5	
YB	Diesel Rig 611	Diesel Drilling Rig	611	
YB	Diesel Rig 711	Diesel Drilling Rig	711	
YB	Diesel Rig 811	Diesel Drilling Rig	811	
YB	Diesel Rig 911	Diesel Drilling Rig	911	
YB	Diesel Rig 1011 (In Production)	Diesel Drilling Rig	1011	
YB	Diesel Rig 1111 (In Production)	Diesel Drilling Rig	1111	
YB	Diesel Rig 1211 (In Production)	Diesel Drilling Rig	1211	
YB	Diesel Rig 1311 (In Production)	Diesel Drilling Rig	1311	
YB	Diesel Pump Skid 1	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 1	
YB	Diesel Pump Skid 2	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 2	
YB	Diesel Pump Skid 3	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 3	
YB	Diesel Pump Skid 4	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 4	PE4045R125541
YB	Diesel Pump Skid 5	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 5	PE4045R125218
YB	Diesel Pump Skid 6	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 6	PE4045R125600
YB	Diesel Pump Skid 7	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 7	PE4045R125226
YB	Diesel Pump Skid 8	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 8	PE4045R125606
YB	Diesel Pump Skid 9	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 9	PE4045R125607
YB	Diesel Pump Skid 10	John Deere 4 Cyl. Diesel Pump 6x5x14	Pump 10	
YB	Diesel Pump Skid 11	John Deere 6 Cyl. Diesel Pump 8x6x14	Pump 11	PE6068N007012
YB	Diesel Pump Skid 12	John Deere 6 Cyl. Diesel Pump 8x6x14	Pump 12	PE6068N007015
YB	Diesel Pump Skid 13	John Deere 6 Cyl. Diesel Pump 8x6x14	Pump 13	PE6068N006286
YB	Diesel Pump Skid 14	John Deere 6 Cyl. Diesel Pump 8x6x14	Pump 14	PE6068N007009
YB	Diesel Pump Skid 15	John Deere 6 Cyl. Diesel Pump 8x6x14	Pump 15	PE6068N007013
YB	Diesel Pump skid	CAT 4 cylinder Pump Skid		CPHC19205-30 Pump
YB	Diesel Pump Skid w/ Round Aluminum Diesel Tank	CAT 6 cylinder Diesel Pump 8x6x14		
YB	Diesel Pump Skid on Rectangular Steel Diesel Tank	CAT 6 cylinder Diesel Pump 8x6x14	3	
YB	Detroit Diesel old style pump skid	Detroit Diesel-old style pump skid		61804
YB	Detroit Diesel new style pump skid 25	Detroit Diesel Pump Skid w/ Wontide triplex pump	Pump 25	
YB	E. Rig 1	Electric Drilling Rig	E1	
YB	E. Rig 2	Electric Drilling Rig	E2	
YB	E. Rig 3	Electric Drilling Rig	E3	

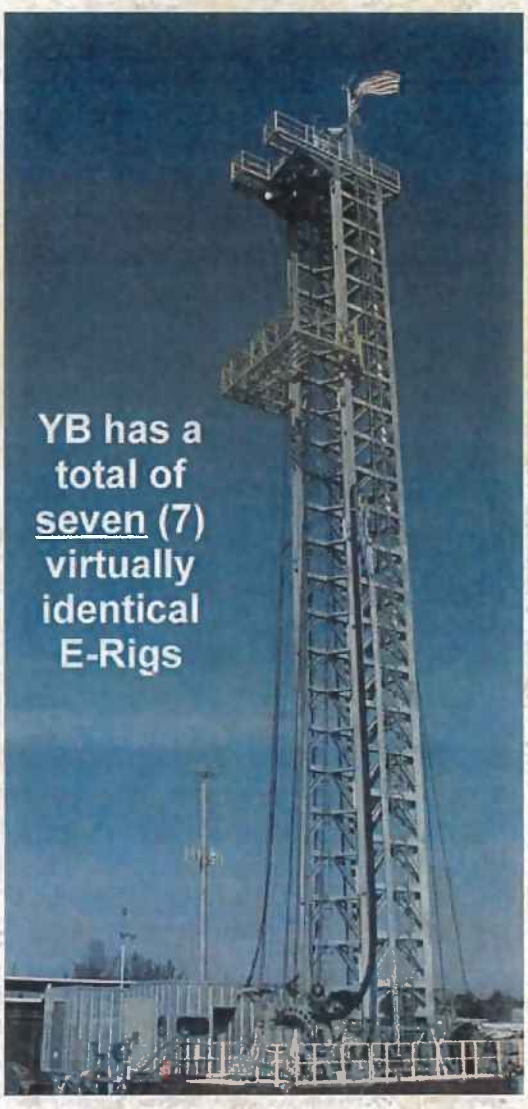
EQUIPMENT TO BE USED AT THE CONTRACTOR'S DISCRETION

EQUIPMENT LIST

Make (ex. Volvo)	Model (ex. L120F)	Type (ex. Loader)	Number (ex. L5)	Serial Number
YB	E. Rig 4	Electric Drilling Rig	E4	
YB	E. Rig 5	Electric Drilling Rig	E5	
AMC / YB	E. Rig 6	Electric Drilling Rig	E6	
AMC / YB	E. Rig 7	Electric Drilling Rig	E7	
YB	Electric Pump skid 40HP 460V	Siemens 3 phase 460V 8x6x14 Pump		1LA03244BS41
YB	Electric pump skid 100 HP 460V	Siemens 100HP 460V 8x6x14 pump		B07T90157T821
YB	Electric pump skid 150 HP 460V	Toshiba 100HP 460V 8x6x14 pump	Pump 7	41105216
YB	GIW Pump 8X10LSA32	CAT engine Eaton Roadranger Transmission		41245
YB	GIW Pump 8X10LSA32	CAT engine Mack transmission		284KB51908 281KB577
YB	GIW Pump 8X10LSA32	CAT engine Mack transmission		284KB51908 281KB577
YB	GIW Pump 8X10LSA32	CAT engine Mack transmission		
YB	Hydraulic power unit w/ 2 hose reels	John Deere	P2	RE4045L215479
YB	Mudder Goose	Mudder Goose		
YB	Power swivel on Falcon gooseneck trailer w/ 3 hose reels	Power Swivel w/ 6 cylinder CAT engine		
YB	Power swivel on large I-beam skid	New orange CAT engine		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		
YB	Steel Holding Tank	30,000 Gallon Steel Holding Tank		

YOUNGQUIST
BROTHERS

ELECTRIC DRILL RIG



Youngquist Brothers, LLC Electric Drilling Rigs ("E-Rigs") were designed and built in 2007-2008. These rigs are totally electric including the draw works, fluid pumping and air systems. They include an electric substation that is installed at the nearest overhead power line. This substation can safely accept virtually any voltage available by the utility. Power is distributed to our equipment through heavy duty ground fault monitored mining cable at distances of up to 2 miles or greater. The draw-works motor delivers 1230HP performance in an all electric drilling rig, with a rated hook load of over 1 Million pounds.

Features

- Drilling Rig
  Type: Rotary Top Drive
  Model: E Series
  Year: 2007

- Derrick
  Mfg: Youngquist Brothers
  Size: 130 ft
  Capacity: 1,080,000 LB Gross Hook Load

- Electric Fluid System (3,000 GPM)
  Mfg: YB Custom Pump Skid
  Power: 2 @ 250 HP and 1 @ 100 HP

- Electric Air Compressor
  Mfg: Silent Type Rotary Screw
  Capacity: 1,200 CFM / 355 P.S.I.

- Drill Pipe
  Size: 7 inch
  Amount Owned: 40,000 ft
  Condition: Double White or Better

- Drill Collars
  Size Range: 4" to 11"
  Qty: Sufficient for any anticipated contingency
  Note: Drill Collars will be supplied as required by the size of the hole drilled and other variable conditions

YOUNGQUIST
BROTHERS

ELEVEN SERIES DRILL RIG

Youngquist Brothers, LLC Eleven Series Diesel Drilling Rigs (611, 711, 811, 911, etcetera) were built in 2016 and have undergone complete renovations in 2020 and 2021.

The Series 60 Detroit Diesel Engine delivers 425 horsepower performance in an advanced drilling rig, with a gross rated hook load of three-hundred-fifteen thousand pounds.

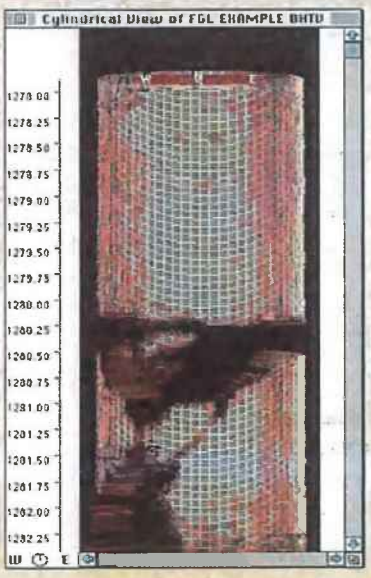
Features

- Drilling Rig
  - Type: Rotary Top Drive
  - Model: YB Custom
  - Year: 2016
- Derrick
  - Mfg: Service King 675
  - Size: 109 ft
  - Capacity: 315,000 LB Gross Hook Load
- Fluid System (3,000 GPM)
  - Mfg: YB Custom Pump Skid
  - Power: 2 @ 250 HP and 1 @ 100 HP
- Air Compressor
  - Mfg: Silent Type Rotary Screw
  - Capacity: 1,200 CFM / 300 P.S.I.
- Drill Pipe
  - Size: 7 inch
  - Amount Owned: 40,000 ft
  - Condition: Double White or Better
- Drill Collars
  - Size Range: 4" to 11"
  - Qty: Sufficient for any anticipated contingency
  - Note: Drill Collars will be supplied as required by the size of the hole drilled and other variable conditions

YOUNGQUIST BROTHERS

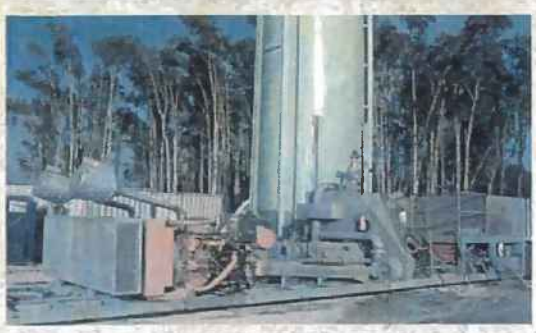
GEOPHYSICAL LOGGING DIVISION

Youngquist Brothers, LLC Geophysical Logging offers a comprehensive array of wire-line services and analysis. Youngquist Brothers is now the leading logging company in the state of Florida. Many services Youngquist Brothers offers are specifically designed for the requirements imposed on Class I Injection Wells. Youngquist Brothers maintains sophisticated calibration facilities to ensure the highest standards of log quality control. Several tools have been modified to provide more concise and reliable information in large-hole environments. Youngquist Brothers Geophysical Logging employees provide over 70 years of combined experience in open hole, cased hole, borehole imaging, and mechanical integrity testing. Rest assured, Youngquist Brothers can provide a comprehensive array of sophisticated testing services, expert well analysis and the most experienced employees in Class I Injection Wells in the state of Florida.



YOUNGQUIST BROTHERS

CEMENTING DIVISION



Youngquist Brothers cementing is one of the technical resources we rely on to construct Class I Injection Wells. Our personnel have extensive experience in well cementing.

Youngquist Brothers has pioneered revolutionary techniques and technology to ensure consistent and effective cementing programs.

The highly trained Youngquist Brothers cementing team is on the cutting edge with 5 custom built stainless steel cementers and multiple cement silos. Youngquist Brothers can provide complete redundancy in cementing operations when the job requires.

Flow is indicated on an onboard Haliburton style LED display, and radiometric density meters are utilized to maintain fluid densities.

Youngquist Brothers has the ability to meet the special demands required in cementing Injection Wells, including the ability to pre-hydrate or dry-blend cements.

Many of Youngquist Brothers' jobsites operate 24 hours a day 7 days a week, and by owning our own bulk haulers we are able to deliver and receive any product at any time it is needed.

YOUNGQUIST BROTHERS

FLEET

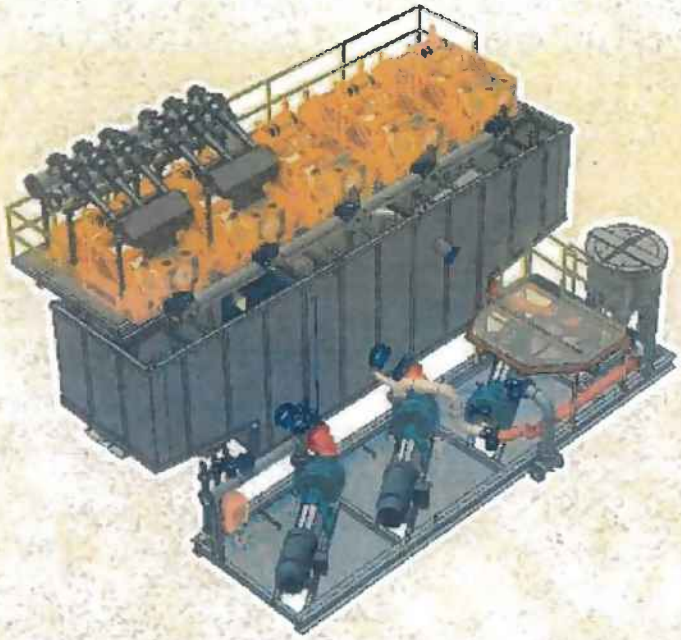
Youngquist Brothers, LLC remains a leader in the well drilling industry through increased productivity and reduced downtime.

There is often no greater challenge than finding good and reliable transportation for materials and equipment. Youngquist Brothers' drilling operations are among the most efficient in the industry due to the availability of our own fleet.

With our own fleet of trucks and service vehicles, Youngquist Brothers has the ability to move equipment and materials when and where they are needed, 24 hours a day 7 days a week.

YOUNGQUIST
BROTHERS

MUD CIRCULATION SYSTEM



Youngquist Brothers, LLC utilizes a state-of-the-art mud mixing-circulating-cleaning system. Many years of experience in large diameter deep well drilling has been incorporated into our latest generation of circulation equipment. YB uses a "clean mud" working pit system with ~20,000 gallons of capacity. We have 5 MI-Swaco Linear Shakers with de-sanding cones over two. This allows YB to effectively clean and re-circulate mud back down-hole in short periods of time. YB's custom designed pump skid gives our drillers precise flow control and high levels of reliability. YB's reverse circulation drilling system also leans on our years of experience drilling complex Class I UIC wells in the technically challenging formations in Florida. YB utilizes 7" drill pipe with high-capacity air compressors to efficiently "lift" cuttings from the borehole. Cuttings are settled in our 90,000 gallon containment pit while clean fluid is generously circulated back down the annulus of the well. YB has multiple mud circulation systems and related equipment at our disposal, giving us the very best reliability statistics possible. A suitable substitute may be supplied based on site conditions and availability.

YOUNGQUIST
BROTHERS

PACKER TESTS, CORING & PUMP TESTS

Youngquist Brothers, LLC has by far the most comprehensive packer and injection testing experience in Florida. We have successfully completed packer tests, pump tests and injection tests in all classes of wells. The most significant of these was where YB successfully completed over 20 packer tests from 0-10,000 feet on a single injection well giving us the distinction of packer testing at depths no other well driller in Florida has attempted, much less achieved. Much of our success stems from the quality of equipment used to the experience of our team of superintendents and drillers assigned to our projects. Ray Pierson (Geophysical Logging Division Manager), Harvey Youngquist, Jr. (Vice President and Project Manager),Cameron Webster (Drilling Operations Manager) and Clay Ferguson (Operations Manager and Quality Control) have a combined 100+ years of experience in successful well drilling projects. We have at our disposal our custom designed E-rigs, logging trucks and Baski Inflatable Packers (BIP™). Youngquist Brothers also self-performs all of their own coring activities, from drilling through recovery/retreival.

4. *Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.*

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided
Future Pipe Industries, Inc.	Monica Alaniz / 713-598-2719 Mo.Alaniz@FuturePipe.com	FRP Supplier	$1,000,000
Cemex USA	Roger Kramer / 407-248-5313 RogerJ.Kramer@Cemex.com	Bulk Cement Powder Supplier	$200,000
AME Salt	Joao de Sa Nogueira / 941-301-4330	Well Suppression (Salt) Material	$50,000
TBD	TBD	Steel Casing Supplier	$1,000,000

(Attach additional sheets as necessary.)

5. *For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:*

Name: Future Pipe Industries

Title: FRP Tubing Supplier

Contact: Monica Alaniz

Contact Phone/E-Mail: 713-598-2719 / Mo.Alaniz@FuturePipe.com

Office Location: 11811 Proctor Road, Houston, TX 77038

Shipment Location (for Suppliers): 11811 Proctor Road, Houston, TX 77038

Years in Business: 40

Proposed Role for the Project: FRP Tubing Supplier

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: Future Pipe is listed as Active on the Sunbiz registry

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: AME Salt, Inc.

Title: Well Suppression Material (Salt) Supplier

Contact: Joao de Sa Nogueira

Contact Phone/E-Mail: 941-301-4330

Office Location: 1905 Intermodal Cir., #227, Palmetto, FL 34221

Shipment Location (for Suppliers): 1905 Intermodal Cir., #227, Palmetto, FL 34221

Years in Business: 5+ Years

Proposed Role for the Project: Well Suppression Material (Salt) Supplier

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: AME Salt is listed as Active on the Sunbiz registry.

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: Cemex

Title: Bulk Cement Powder Supplier

Contact: Roger Kramer

Contact Phone/E-Mail: 407-243-5313 / RogerJ.Kramer@Cemex.com

Office Location: 800 N. Magnolia Ave., Suite 300, Orlando, FL 32803

Shipment Location (for Suppliers): Multiple plants throughout Florida

Years in Business: 30+ Years

Proposed Role for the Project: Bulk Cement Powder Supplier

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain:

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: Cemex is listed as Active on the Sunbiz registry..

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

Project 1

Project Name / Location: City of Melbourne Joe Mullins Reverse Osmosis Water Treatment Plant

Time Period of Project: ~1 Year

Description of Project: Construction of (1) Class I Injection Well, (1) Shallow Monitoring Well & (1) Deep Monitoring Well

Role of Subcontractor/Supplier: Future Pipe, Cemex USA, and AME Salt provided FRP tubing, bulk powder cement and well suppression material (salt), respectively.

Total Value of Contract to Subcontractor/Supplier: Available upon request.

Reference Contact: Contact info. for these companies can be found on previous pages.

Contact Phone/E-Mail: Contact info. for these companies can be found on previous pages.

Project 2

Project Name / Location: Palm Beach County Water Utilities Department Water Treatment Plant No. 2 Improvements - Deep Injection Well

Time Period of Project: ~2+ Years

Description of Project: Construction of (1) Class I Injection Well and (1) Dual-Zone Monitor Well, along with all above ground piping, electric and surface facilities.

Role of Subcontractor/Supplier: Future Pipe, Cemex USA, and AME Salt provided FRP tubing, bulk powder cement and well suppression material (salt), respectively.

Total Value of Contract to Subcontractor/Supplier: Available upon request.

Reference Contact: Contact info. for these companies can be found on previous pages.

Contact Phone/E-Mail: Contact info. for these companies can be found on previous pages.

Project 3

City of Fort Myers Water Treatment Plant

Project Name / Location: Backup Deep Injection Well

Time Period of Project: ~1 Year

Description of Project: Construction of (1) Class I Injection Well and (1) Single-Zone Monitor Well.

Role of Subcontractor/Supplier: Future Pipe, Cemex USA, and AME Salt provided FRP tubing, bulk powder cement and well suppression material (salt), respectively.

Total Value of Contract to Subcontractor/Supplier: Available upon request.

Reference Contact: Contact info. for these companies can be found on previous pages.

Contact Phone/E-Mail: Contact info. for these companies can be found on previous pages.

Future Pipe
Cemex USA
AME Salt

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (_) No (X) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: Not applicable to our knowledge.

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

Future Pipe
Cemex USA
AME Salt

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:

Identify the Case # and Tribunal: Not applicable to our knowledge.

Describe the Nature of the Action: _____

_____

_____

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

Future Pipe
Cemex USA
AME Salt

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:

Not to our knowledge.

Future Pipe
Cemex USA
AME Salt

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:

Not to our knowledge.

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

1. ***Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: City of Hollywood Deep Injection Well No. 3 and No. 4

Reference Contact: Jeff Jiang

Contact Phone/E-Mail: 954-921-3930 / FJiang@HollywoodFL.org

Dollar Amount of Contract: $37,985,737.57

Scope of Services for Project: This project consisted of (2) UIC Class I Injection Wells & (1) Dual ZoneMonitoring Well. On IW-3, the 36" final steel casing was set at 2,849' bls, with the 24"FRP tubing set at 2,828' bls; IW-3 was drilled to a total depth of 3,500' bls. On IW-4, the 36" final steel casing was set at 2,850' bls, with the 24" FRP tubing set at 2,840' bls; IW-4 was drilled to a total depth of 3,502' bls. The Dual Zone Monitoring Well (DZMW-2) had 16" final steel casing set at 1,227' bls, with 6.625" FRP set at 1,545' bls; DZMW-2 was drilled to a total depth of 1,625' bls before being plugged back to 1,593' bls.

Start Date: December 2019

Current Status of the Project: Completed

PART II. PROPOSAL FORM – (C) EXPERIENCE

1. *Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).*

Project Name/Location: Construction of WTP Deep Injection Well

Reference Contact: Joe Jamison

Contact Phone/E-Mail: 239-768-1800 / joe@gpconstruction.com

Dollar Amount of Contract: $15,858,253.00

Scope of Services for Project: This project consisted of the construction of (1) Class I injection well with a FRP liner, and (1) associated single-zone monitoring well. Youngquist Brothers was a subcontractor to Gulfpoint Construction on this project.

Start Date: June 2023

Current Status of the Project: Complete

PART II. PROPOSAL FORM – (C) EXPERIENCE

1. ***Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: Water Treatment Plant No. 2 - Deep Injection Well

Reference Contact: Joe Tanacredi

Contact Phone/E-Mail: (938) 921-3930 / jtanacredi@pbcwater.com

Dollar Amount of Contract: $14,958,831.66

Scope of Services for Project: This project consisted of the construction of (1) Class I injection well with a FRP liner, (1) associated dual-zone monitoring well, and all of the above-ground piping, electric, instrumentation and controls for a fully functional injection well system.

Start Date: June 2022

Current Status of the Project: Completed

2. *Has the Proposer previously performed work for a community development district? Yes ( ) No (✓) If yes, please provide the following information for each project (attach additional sheets as necessary):*

Project Name/Location: Not Applicable

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Current Status of the Project: _____

_____

_____

_____

3. *Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes ( ) No (✓) For each such incident, please provide the following information (attach additional sheets as necessary):*

Reference Contact: **Not Applicable**

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

4. *Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes (_) No (✓) For each such incident, please provide the following information (attach additional sheets as needed):*

Reference Contact: Not Applicable

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

5. *Has the Proposer or any of its officers or employees, or any of Proposer's proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at this community, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:*

Not Applicable

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Younguist Brothers LLC. Date November 7th, 2024

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest $1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
Please see following pages for information on current projects								
More information available upon request.								
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
Subtotal Uncompleted Work				$	$			
Total Uncompleted Work on Hand				$				

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS
(Attach additional sheets if necessary)

Company Name Youngquist Brothers LLC. Date November 7th, 2024

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB [1]	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION [2]	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE FOR THE LISTED PROJECT [3]

Please see following pages for information on past projects.
More information available upon request.

[1] 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

[2] 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

[3] 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

List of Projects

OWNER / LOCATION	CONSULTANT	CONTACT	APPROX. VALUE	STATUS	CONTRACT TIME
2024097 Tohopekaliga Water Authority	Tetra Tech	Miguel Garcia, PG, CPG, PMP	Prime Contractor		NTP 10/07/2024
Cypress Lake Reverse Osmosis WTP Injection Well	Orlando, FL		$ 11,964,090.00		SC 365 days
IW-1 and LFAMW-1	Miguel.Garcia@TetraTech.com				FC 425 days
IW-1: Designed to be completed with final 20" steel casing (½" wall) set at ~2150' bls w/ a cemented 11.75" FRP liner set at ~2180' bls. TD set for ~2500' bls.					FC 12/06/2025
This system also includes (1) Single-Zone Monitor Well (LFAMW-1).					
2024095 Lee County Three Oaks	Black & Veatch	Ed Rectenwald P.G., PMP	Prime Contractor		NTP 11/18/2024
Three Oaks WWTF Deep Injection Well	Fort Myers, FL	(239) 233-0812	$ 12,277,777.00		SC 360 days
DIW-2	RectenwaldE@BV.com				FC 420 days
IW-2: Designed to be completed with final 24" steel casing (½" wall) set at ~2100' bls. TD set for ~2860' bls.					FC 01/12/2026
This project also includes various above ground surface facility work after drilling of IW-2 has been completed.					
2024093 Charlotte Harbor Water Association	Water Science Associates	Andy McThenia, P.G.	Prime Contractor		LNTP 05/21/2024
Charlotte Harbor Water Assoc. Deep Injection Well	Fort Myers, FL	(239) 246-1972	$ 10,948,500.00	Material	NTP TBD
IW-1 and DZMW-1	Andy@WSAConsult.com			Procurement	SC 448 days
IW-1: Designed to be completed with final 14" steel casing (½" wall) set at ~2918' bls w/ a fluid-filled 7" FRP liner set at ~2900' bls. TD set for ~3250' bls.					FC 475 days
This system also includes (1) Dual-Zone Monitor Well (DZMW-1).					FC TBD
2024091 Collier County	Water Science Associates	Andy McThenia, P.G.	Prime Contractor	20%	NTP 06/06/2024
Northeast WRF & WTP Deep Injection Wells	Fort Myers, FL	(239) 246-1972	$ 29,389,000.00	Drilling	SC 900 days
IW-1, IW-2 and DZMW-1	Andy@WSAConsult.com				FC 960 days
IW-1/IW-2: Designed to be completed w/ final 24" steel casing (½" wall) set at ~2600' bls w/ a fluid-filled 16" FRP liner set at ~2600' bls. TD set for ~3250' bls.					FC 01/02/2027
This system also includes (1) Dual-Zone Monitor Well (DZMW-1) and select surface facility work, including installation of the well annulus pressure tanks.					
2023089 Town of Jupiter	JLA Geosciences, Inc.	Jon Friedrichs	Prime Contractor	34%	NTP 02/05/2024
Deep Injection Well Drilling Contract (W2313C)	Jupiter FL	(561) 459-9355	$ 21,975,000.00	Drilling	SC 840 days
IW-1 and DZMW-1	JFriedrichs@JLAGeosciences.com				FC 870 days
IW-1: Designed to be completed with final 28" steel casing (½" wall) set at ~2858' bls with a cemented 20" FRP liner set at ~2840' bls. TD set for ~3300' bls.					FC 06/24/2026
This system also includes (1) Dual-Zone Monitor Well (DZMW-1) and associated electric, I&C and sitework.					

List of Projects

OWNER / LOCATION	CONSULTANT	CONTACT	APPROX. VALUE	STATUS	CONTRACT TIME
[redacted]					
2023084 Florida Governmental Utility Association	ASRus, LLC	Kelly R. Probst, P.G.	Prime Contractor		NTP 06/26/2023
Lehigh Acres WTP-2 Deep Injection Well	Tampa, FL	(813) 264-9100	$ 12,184,589.57	Complete	SC 490 days
IW-1 and DZMW-1	KProbst@ASRus.net				FC 520 days
IW-1: Completed with final 18" steel casing (½" wall) set at 2358' bls with a cemented 8" FRP liner set at ~8347' bls. Reamed to a total depth of ~2858' bls.					FC 11/27/2024
DZMW-1: Completed with final 16" steel casing set at 1870' bls, and 6.625" FRP set at 1810' bls. Reamed to a total depth of ~1863' bls.					
[redacted]					
2022082 City of Melbourne Reverse Osmosis Water	CDM Smith	Stewart Magenheimer	Prime Contractor	90%	NTP 11/27/2023
Treatment Plant Disposal Well	Boca Raton, FL	(561) 571-3800	$ 15,887,887.00	Final Testing	SC 365 days
DIW-1, SMW-1 and DMW-1	MagenheimerSJ@CDMSmith.com				FC 480 days
DIW-1: Designed to be completed with final 24" steel casing (½" wall) set at ~2000' bls w/ a cemented 16" FRP liner set at 2000' bls. TD set for 2800' bls.					FC 12/31/2024
SMW-1: Completed with 6.625" FRP tubing set at ~1147' bls. Drilled to a total depth of 1280' bls.					
DMW-1: Designed to be completed with 6.625" FRP tubing set at ~1550' bls. TD set for ~1600' bls.					
[redacted]					
2022078 JEA Nassau Water Reclamation Facility	ASRus, LLC	Mark McNeal P.G.	Prime Contractor		NTP 12/05/2022
Exploratory Well & Deep Injection Well	Tampa, FL	(813) 264-9100	$ 8,769,341.23	Complete	SC 540 days
EW-1/IW-1 and DZMW-1	MMcNeal@ASRus.net				FC 570 days
IW-1: Completed with final 8" steel casing (½" wall) set at 2140' bls. Drilled to a total depth of 3039' bls and backplugged to ~2325' bls.					FC 06/27/2024
MW-1: This well was changed to a Single-Zone MW and completed with 6.625" FRP set at ~1640' bls. Drilled to a total depth of 1700' bls.					Actual FC 02/18/2024
[redacted]					
2022076 Fiesta Village	Hazen & Sawyer	Albert Muniz P.E.	Prime Contractor		NTP 09/12/2022
Dual-Zone Monitor Well No. 1 Construction	Boca Raton, FL	(954) 849-1616	$ 2,424,396.20	Complete	SC 136 days
DZMW-1	AMuniz@HazenAndSawyer.com				FC 166 days
DZMW-1: Completed with final 16" steel casing (½" wall) set at 1065' bls, and 6.625" FRP set at 1510' bls.					FC 2/26/2023
The Upper Monitoring Zone ranges from 1065'-1105' and the Lower Monitoring Zone is a 14.5" open hole from 1510'-1580'.					Actual FC 2/10/2023

List of Projects

OWNER / LOCATION	CONSULTANT	CONTACT	APPROX. VALUE	STATUS	CONTRACT TIME
2021074 Lee County Deep IW Construction	Hazen & Sawyer	Albert Muniz P.E.	Prime Contractor		NTP 12/01/2021
Fiesta Village WWTP & Ft. Myers Beach WWTP	Boca Raton, FL	(954) 849-1616	$ 16,399,800.00	Complete	SC 880 days
IW-1 (Fiesta Village) & IW-2 (Ft. Myers Beach)	AMuniz@HazenAndSawyer.com				FC 910 days
IW-1 (Fiesta Village): Completed with final 24" steel casing (½" wall) set at 2265' bls. Reamed to a total depth of ~2598' bls.					FC 05/29/2024
IW-2 (Fort Myers Beach): Completed with final 24" steel casing (½" wall) set at 2378' bls. Reamed to a total depth of 3000's bls (fill to 2707').					
2021071 Delray Beach	Hazen & Sawyer	Albert Muniz P.E.	Prime Contractor		NTP 06/25/2021
South Central Regional WWTP	Boca Raton, FL	(954) 849-1616	$ 6,498,995.00	Complete	SC 900 days
Injection Well No. 2	AMuniz@HazenAndSawyer.com				FC 930 days
IW-2: Completed with final 24" steel casing (½" wall) set to 2,400' bls. Reamed to a total depth of 3,396' bls.					FC 01/12/2024
2020066 Tohopekaliga Water Authority	Tetra Tech	Kevin Friedman	Prime Contractor		NTP 01/11/2021
Class V Exploratory Well & SZ Monitor Well	Orlando, FL	(407) 480-3920	$ 6,388,861.78	Complete	SC 741 days
IW-2 & LFAMW-2	Kevin.Friedman@TetraTech.com				FC 794 days
IW-2: Completed with final 20" steel casing (¼" wall) set at 1950' bls with a cemented 11.75" FRP set at ~2180' bls. Reamed to a total depth of 2447' bls.					FC 03/16/2023
LFAMW-2: Completed with final 8.625" steel casing (½" wall) set at 1910' bls. Drilled to a total depth of 1947' bls.					Actual 03/16/2023
2019052 City of Hollywood FL DIW No 3 & No 4	McNabb Hydrogeologic	David McNabb P.G.	Prime Contractor		NTP 12/17/2019
Hollywood SRWWTP	Jupiter FL	(561) 623-5468	$ 37,985,737.57	Complete	SC 810 days
IW-3 & IW-4 w/ DZMW-2	David@McNabbHydroConsult.com				FC 840 days
IW-3: Completed with final 36" steel casing (½" wall) set at 2849' bls with a cemented 24" FRP liner set at ~2823' bls. Reamed to a total depth of 3560' bls.					FC 03/28/2022
IW-4: Completed with final 36" steel casing (½" wall) set at 2830' bls with a cemented 24" FRP liner set at ~2840' bls. Reamed to a total depth of 3582' bls.					Actual FC 03/23/2022
DZMW-2: Completed with final 16" steel casing (½" wall) set at 1227' bls and 6.625" FRP set at 1545' bls. Drilled to a total depth of 1625' bls and backplugged to 1593' bls.					

List of Projects

OWNER / LOCATION	CONSULTANT	CONTACT	APPROX. VALUE	STATUS	CONTRACT TIME
[redacted]					
2019050 Miami Dade County CDWWTP	Stantec	Neil Johnson, PG, PMP	Prime Contractor		NTP 9/9/2019
Municipal Injection Wells	West Palm Beach, FL	(561) 229-1852	$ 88,916,702.20	Complete	SC 1,541 days
IW-3 thru IW-9 & DZMW-2 thru DZMW-5	Neil.Johnson@Stantec.com				FC 1,601 days
IW-3: Completed with final 24" steel casing (½" wall) set at 2530' bls.		IW-4: Completed with final 24" steel casing (⅝" wall) set at 2590' bls.			FC 1/27/2024
IW-5: Completed with final 24" steel casing (½" wall) set at 2605' bls.		IW-6: Completed with final 24" steel casing (⅝" wall) set at 2623' bls.			Actual FC 1/27/2024
IW-7: Completed with final 24" steel casing (½" wall) set at 2617' bls.		IW-8: Completed with final 24" steel casing (⅝" wall) set at 2627' bls			
IW-9: Completed with final 24" steel casing (½" wall) set at 2625' bls.		All Injection Wells reamed to a total depth of 3,200' bls.			
DZMW-2: Completed with final 16" steel casing (½" wall) set at 1130' bls and 6.625" FRP set at ~1528' bls. Drilled and backplugged to a total depth of 1581' bls.					
DZMW-3: Completed with final 16" steel casing (½" wall) set at 1142' bls and 6.625" FRP set at ~1515' bls. Drilled and backplugged to a total depth of 1584' bls.					
DZMW-4: Completed with final 16" steel casing (½" wall) set at 1140' bls and 6.625" FRP set at ~1514' bls. Drilled and backplugged to a total depth of 1585' bls.					
DZMW-5: Completed with final 16" steel casing (½" wall) set at 1129' bls and 6.625" FRP set at ~1515' bls. Drilled and backplugged to a total depth of 1586' bls.					

PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. *Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required.* Youngquist Brothers is a privately held company with strong financial capacity. YB would welcome the opportunity to discuss the topic should it be requested by the district.

2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023	$25,000,000+	9	$75,000,000
2022	$25,000,000+	3	$37,800,000
2021	$25,000,000+	5	$6,200,000
2020	$25,000,000+	10	$7,000,000
2019	$25,000,000+	17	$7,400,000

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No (X) If yes, provide the following:*

Identify the Case # and Tribunal: Not Applicable

Describe the Nature of the Action: Not Applicable

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

Not Applicable

4. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No (X) If yes, please explain:*

Not Applicable

5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:***

Not Applicable

6. ***What is the Proposer's proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Please see the attached insurance certificates for coverage amounts.

Workers' Compensation

a. State Worker's Compensation – Greater of statutorily required amount or $_____ per occurrence / $_____ aggregate / $_____ per disease
b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or $_____
c. Employer's Liability – $_____

Commercial General Liability Insurance

a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $_____
b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $_____
c. Products-Completed Operations – $_____
d. Personal and Advertising Injury – $_____

Please see the attached insurance certificates for coverage amounts.

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

a. Bodily Injury:
   Each Person $_____
   Each Accident $_____

b. Property Damage:
   Each Occurrence $_____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $_____

Younguist Brothers will obtain the required amount of Pollution and Builder's Risk insurance for this project.

Protection and Indemnity Insurance $_____

Contractual Liability coverage

a. General Aggregate $_____
b. Bodily Injury and Property Damage
   Combined Each Occurrence $_____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

a. General Aggregate $_____
b. Each Occurrence $_____

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?
(List items on separate page) YES / NO

_____ $_____
(Other)

_____ $_____
(Other)

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. ***What are the Proposer's current bonding limits?***

Name of Proposer's Bonding Company Endurance Assurance Corporation

Address 4 Manhattanville Road, Purchase, NY 10577

Approved Bonding Capacities:

Aggregate Limit	$ 150,000,000
Single Project Limit	$ 51,000,000
Total Current Contracts Bonded	$ 100,000,000+

Name of Proposer's Bonding Agency Acrisure, LLC

Address 2307 River Road, Suite 200, Louisville, KY 40206

Contact Name Theresa Hintzman Telephone 502-238-1246

See attached letter regarding bonding capacity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

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	CONTACT NAME: Erin Condlin	
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407) 843-1120	FAX (A/C, No): (407) 843-5772
	E-MAIL ADDRESS: econdlin@johnsonandcompany.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Continental Insurance Company	35289
INSURED Youngquist Brothers, LLC, Youngquist Brothers, Inc. Oil and Gas Service Equipment, LLC 15465 PINE RIDGE ROAD FORT MYERS FL 33908	INSURER B : Great American Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL24102917740 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage Included [X] Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			GL 7040179908	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BUA 7040179892	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUE 7040179911	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Contractors Equipment			IMP 10C256358	11/01/2024	11/01/2025	Leased and Rented	$ 750,000

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

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER C: 239-560-4306 F: 239-363-6766 Fox Insurance, LLC 8605 Banyan Bay Blvd. Fort Myers, FL 33908	CONTACT NAME: Fox Insurance, LLC PHONE (A/C, No, Ext): C: 239-560-4306 FAX (A/C, No): F: 239-363-6766 E-MAIL ADDRESS: ellen@foxinsurancellc.com
INSURED 239-489-4444 239-489-4545 Youngquist Brothers LLC 15465 Pine Ridge Road Fort Myers, FL 33908	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Safety National Casualty Corporation — 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4067437	11/01/2024	11/01/2025	✓ PER STATUTE ☐ 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

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

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.

AUTHORIZED REPRESENTATIVE

Ellen Fox

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

INSURANCE/SURETY BONDS

JOHNSON
& COMPANY

November 7th 2024

RE: Letter of Intent for Youngquist Brothers, LLC

Our Agency represents Youngquist Brothers, LLC for their Commerical Insurance Coverages. We have reviewed the insurance requirements for this project. If Youngquist Brothers, LLC is selected for the project, our agency will be able to obtain the required limits necessary for this project.

Please if you have any questions let us know.

Sincerely,

Chris Johnson

Chris Johnson

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

SOMPO
INTERNATIONAL

Endurance Assurance
Corporation
4 Manhattanville Road
Purchase, NY 10577

November 8, 2024

Terra Lago Community Development District
16205 SW Warfield Blvd.
Indiantown, FL 34956

RE: Youngquist Brothers, LLC – Bonding Capacity
Wastewater Treatment Facility Injection Well System Improvements Project

To Whom It May Concern:

Youngquist Brothers, LLC is a valued client of Endurance Assurance Corporation/Sompo International. Endurance Assurance Corporation is listed in the US Department of Treasury Acceptance Report (Circular 570). We understand Youngquist Brothers, LLC intends to submit a proposal for the above captioned project. At this time and based on their track record of performance, capabilities, and financial position, we highly recommend them to you. Endurance Assurance has established for their use a $51,000,000 single/$150,000,000 aggregate surety program.

This letter is not an assumption of liability and does not obligate Youngquist Brothers, LLC or Endurance Assurance Corporation/Sompo International. This letter is issued only as a prequalification reference in response to a request from our customer. It should be understood that any arrangement for bonds is strictly a matter between Youngquist Brothers, LLC and Endurance Assurance Corporation/Sompo International. At all times, Endurance Assurance Corporation/Sompo International has the sole right to approve or decline to write any bid and/or performance/payment bond(s) for the customer. This is not a contract, obligation or an agreement.

If we can provide any further assistance concerning our client's technical expertise or bonding capacity, please do not hesitate to give us a call.

Best regards,

Theresa Hintzman

Theresa Hintzman
502-238-1246
Thintzman@acrisure.com

PART II. PROPOSAL FORM – (E) PRICING

Total Base Lump Sum Price

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances for the total base lump sum of Parts A, B, and C of the Bid Schedule of:

Thirteen million eight hundred ninety eight thousand nine hundred eighty nine dollars and zero cents (In Words).

$13,898,989.00 (In Figures).

The above quoted price shall include the Proposer's proposed price for all work necessary to construct the project as described in the technical documents included as part of the Project Manual, as amended and expanded by any and all addenda. The unit prices set forth in the Bid Schedule shall be used to adjust the base lump sum quote amount above for the items indicated based on actual field measured quantities placed or work performed, as confirmed by the ENGINEER.

Schedules of Values

The Proposer must complete, ***on the District-provided form attached hereto***, a schedule of values to provide associated unit costs and total costs for the work necessary to construct the Scope of Work ("**Schedule of Values**"). The Proposer **must** include the completed District-provided form with this Proposal Form as **Exhibit A** to the Proposal Form.

In addition to providing a hard copy of this Proposal Form, **the Proposer must submit an electronical copy of the Schedule of Values in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals. The Schedules of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders associated with the Additional Scope of Work.

The undersigned proposes to construct all work necessary to construct wastewater system improvements as more particularly described in the Project Manual and in accordance with all applicable permits and/or approvals.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for one hundred twenty (120) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within five days after written Notice to Proceed of this proposal.

[*continued to next page*]

The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of Martin County and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of:

Proposer Signature: _____ Date: 11/07/2024

Address: 15465 Pine Ridge Rd. Fort Myers, FL 33908

By: Youngquist Brothers LLC

Print Name: Harvey Youngquist Jr

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
Part A: General					
A01	General Conditions	LS	2,225,000.00	1	2,225,000.00
A02	Public Construction Bond Prem.	LS	150,000.00	1	150,000.00
A03	Mobilization/Demobilization	LS	2,495,000.00	1	2,495,000.00
A04	Standby w/ Crew	HR	800.00	80	64,000.00
A05	Standby w/o Crew	HR	300.00	100	30,000.00
A06	Install Pad Monitor Wells (Including Maintenance, Sampling & Completion)	LS	25,000.00	1	25,000.00
				Subtotal Part A: General	4,989,000.00
Part B: IW1 Construction/Testing Items					
B01	Ream 64" Borehole to 150'	LF	400.00	150	60,000.00
B02	Perform geophysical logging in 62" BH	LS	30,000.00	1	30,000.00
B03	F&I 54" Steel Casing to 150'	LF	445.00	150	66,750.00
B04	Cement 54" Steel Casing	FT3	15.00	1260	18,900.00
B05	Drill 12" Pilot Hole to 760'	LF	400.00	610	244,000.00
B06	Perform geophysical logging in PH	LS	30,000.00	1	30,000.00
B07	Ream 54" Borehole to 750'	LF	400.00	600	240,000.00
B08	Perform geophysical logging in 54" BH	LS	30,000.00	1	30,000.00
B09	F&I 44" Steel Casing to 750'	LF	380.00	750	285,000.00
B10	Cement 44" Steel Casing; Perform CTLs	FT3	15.00	5220	78,300.00
B11	Drill 12" Pilot Hole to 2050'	LF	400.00	1290	516,000.00
B12	Perform geophysical logging in PH	LS	35,000.00	1	35,000.00
B13	Perform Packer Testing	EA	25,000.00	3	75,000.00
B14	Plugback Pilot Hole w/ Cement	LS	35,000.00	1	35,000.00
B15	Ream 44" Borehole to 2,000'	LF	400.00	1250	500,000.00
B16	Perform geophysical logging in 44" BH	LS	35,000.00	1	35,000.00
B17	F&I 34" Steel Casing to 2,000'	LF	190.00	2,000	380,000.00
B18	Cement 34" Steel Casing, Perform CTLs	FT3	20.00	11,070	221,400.00
B19	Drill 12" Pilot Hole to 3300'	LF	400.00	1250	500,000.00
B20	Collect Core Samples	EA	5,000.00	6	30,000.00
B21	Lab Analysis of Core Samples	EA	1,500.00	18	27,000.00
B22	Perform geophysical logging in PH	LS	35,000.00	1	35,000.00
B23	Perform Packer Testing	EA	25,000.00	5	125,000.00
B24	Install Bridge Plug & Plugback Pilot Hole w/ Cement	LS	40,000.00	1	40,000.00
B25	Ream 34" Borehole to 2850'	LF	400.00	850	340,000.00
B26	Ream 22" Borehole to 3,300'	LF	400.00	450	180,000.00
B27	Perform geophysical logging in 34"/22" BH	LS	35,000.00	1	35,000.00
B28	F&I 24" Steel Casing to 2,850'	LF	125.00	2850	356,250.00
B29	Cement 24" Steel Casing, Perform CTLs	FT3	20.00	11730	234,600.00
B30	Perform CBL & Video in 24" Steel Casing	LS	45,000.00	1	45,000.00
B31	Pressure Test 24" Casing	LS	45,000.00	1	45,000.00
B32	F&I 18" FRP Tubing to 2,840'	LF	500.00	2840	1,420,000.00
B33	F&I Corrosion Inhibitor in Annulus	LS	50,000.00	1	50,000.00
B34	Develop & Collect Final WQ Samples	LS	25,000.00	1	25,000.00

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
B35	Perform Final Video in IW1	LS	45,000.00	1	45,000.00
B36	Perform Annular Pressure Test	LS	45,000.00	1	45,000.00
B37	Perform Temp and RTS	LS	60,000.00	1	60,000.00
B38	Perform Injection Test with Onsite Water Source	LS	175,000.00	1	175,000.00
B40	Install wellhead valve and all above surface components of IW-1	LS	150,000.00	1	150,000.00
	Subtotal Part B: IW1 Construction/Testing Items				6,843,200.00
Part C: DZMW-1 Construction/Testing Items					
C01	Drill 42" Borehole to 150'	LF	300.00	150	45,000.00
C02	Perform geophysical logging in 42" BH	LS	25,000.00	1	25,000.00
C03	F&I 34" Steel Casing to 150'	LF	190.00	150	28,500.00
C04	Cement 34" Steel Casing	FT3	15.00	830	12,450.00
C05	Ream 34" Borehole to 750'	LF	300.00	600	180,000.00
C06	Perform geophysical logging in 34" BH	LS	25,000.00	1	25,000.00
C07	F&I 24" Steel Casing to 750'	LF	145.00	750	108,750.00
C08	Cement 24" Steel Casing, Perform CTLs	FT3	15.00	3090	46,350.00
C09	Drill 12" Pilot Hole to 2,000'	LF	300.00	1250	375,000.00
C10	Perform geophysical logging in PH	LS	30,000.00	1	30,000.00
C11	Perform Packer Testing	EA	20,000.00	4	80,000.00
C12	Plugback Pilot Hole w/ Cement & Gravel	LS	35,000.00	1	35,000.00
C13	Ream 24" Borehole to 1650'	LF	300.00	900	270,000.00
C14	Perform geophysical logging in 24" BH	LS	30,000.00	1	30,000.00
C15	F&I 16" Steel Casing to 1650'	LF	125.00	1650	206,250.00
C16	Cement 16" Steel Casing, Perform CTLs	FT3	20.00	3750	75,000.00
C17	Ream 16" Borehole to 1950'	LF	300.00	300	90,000.00
C18	Perform geophysical logging in 16" BH	LS	30,000.00	1	30,000.00
C19	F&I 6.625" FRP Tubing to 1900'	LF	100.00	1900	190,000.00
C20	Cement 6.625" FRP Tubing, Perform CTLs	FT3	20.00	320	6,400.00
C21	Collect UMZ & LMZ WQ Samples	LS	35,000.00	1	35,000.00
C22	Perform Pressure Test in LMZ Tubing	LS	40,000.00	1	40,000.00
C23	Perform Pre & Post CBL & Video in LMZ	LS	50,000.00	1	50,000.00
C24	Install wellhead valve and all above surface components of DZMW-1	LS	53,089.00	1	53,089.00
	Subtotal Part C: DZMW-1 Construction/Testing Items				2,066,789.00

GRAND TOTAL OF PARTS A, B, and C	13,898,989.00

Item	Description	Unit	$/Unit	# of Units	Total
Part D: ALTERNATE ITEM: Performing Injection Test With Offsite Water Source					
D01	Perform Injection Test with **Offsite** Water Source	LS	500,000.00	1	500,000.00

PART II. PROPOSAL FORM – (F) PROJECT SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use **December 1, 2024,** as the start date for the project for purposes of this RFP and shall use calendar days for purposes of indicating the project's duration.

The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of the Village of Indiantown's Utility Acceptance Turnover Check List and Village of Indiantown's Turnover Packet Final Acceptance. Important milestones, to be clearly denoted in the schedule, include Substantial Completion, Village of Indiantown's Turnover Packet Final Acceptance, Final Payment.

The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is **five hundred and thirty days (530) calendar days,** and the achievement of application of Final Payment is: **five hundred and sixty (560) calendar days.** The Owner reserves the right to waive any informalities, or to reject any and all proposals.

Inisital Mobilization & Material Procurement	Duration	Start	Finish
Notice to Proceed		12/1/2024	
Material Procurement & Electric Permitting	60	12/1/2024	1/30/2025
Pre-Construction Photos & Videos	1	1/30/2025	1/31/2025
Mobilize Equipment & Stabilize Site	7	1/31/2025	2/7/2025
Mobilize Substation & Establish Temp. Power	7	2/7/2025	2/14/2025
Mobilize & Furnish Field Trailers	10	2/14/2025	2/24/2025
Install IW-1 64" Pit Casing	7	2/24/2025	3/3/2025
Install Sump, Containment Pad & Fluid Mgmt. System	10	3/3/2025	3/13/2025
Mobilize & Erect Drill Rig	15	3/13/2025	3/28/2025
Install (4) Pad Monitor Wells	5	3/28/2025	4/2/2025
Construction of Injection Well No. 1			
Ream Nom. 64" Borehole to ±150'	5	4/2/2025	4/7/2025
Geophysical Logging (BH)	2	4/7/2025	4/9/2025
Install 54" Steel Casing to ±150'	2	4/9/2025	4/11/2025
Cement 54" Casing to Surface	2	4/11/2025	4/13/2025
Drill Nom. 12" Pilot Hole to ±760'	3	4/13/2025	4/16/2025
Geophysical Logging (PH)	2	4/16/2025	4/18/2025
Ream Nom. 54" Borehole to ±750'	15	4/18/2025	5/3/2025
Geophysical Logging (BH)	2	5/3/2025	5/5/2025
Install 44" Steel Casing to ±750'	2	5/5/2025	5/7/2025
Cement 44" Casing to Surface (w/ Temp Logs)	3	5/7/2025	5/10/2025
Convert to Reverse Air Drilling	15	5/10/2025	5/25/2025
Drill Nom. 12" Pilot Hole to ±2050' (WQ)	6	5/25/2025	5/31/2025
Geophysical Logging (PH - S&D)	3	5/31/2025	6/3/2025
Perform Packer Testing (3)	6	6/3/2025	6/9/2025
Plugback Pilot Hole w/ Cement to ±900'	3	6/9/2025	6/12/2025
Ream Nom. 44" Borehole to ±2000'	20	6/12/2025	7/2/2025
Geophysical Logging (BH)	2	7/2/2025	7/4/2025
Install 34" Steel Casing to ±2000'	4	7/4/2025	7/8/2025
Cement 34" Casing to Surface (w/ Temp Logs)	5	7/8/2025	7/13/2025
Drill Nom. 12" Pilot Hole to ±3300' (WQ + 6 Cores)	12	7/13/2025	7/25/2025
Geophysical Logging (PH - S&D)	3	7/25/2025	7/28/2025
Perform Packer Testing (5)	15	7/28/2025	8/12/2025
Install Drillable Bridge Plug at ±2850'	2	8/12/2025	8/14/2025
Plugback Pilot Hole w/ Cement to ±2150'	2	8/14/2025	8/16/2025
Ream Nom. 34" Borehole to ±2850'	9	8/16/2025	8/25/2025
Ream Nom. 24" Borehole to ±3300'	10	8/25/2025	9/4/2025
Geophysical Logging (BH)	2	9/4/2025	9/6/2025
Install 24" Steel Casing to ±2850'	6	9/6/2025	9/12/2025

Cement 24" Casing to ±500' (w/ Temp Logs)	6	9/12/2025	9/18/2025
Perform Pressure Test (24" Casing)	2	9/18/2025	9/20/2025
Geophysical Logging (CBL)	3	9/20/2025	9/23/2025
Geophysical Logging (Video)	2	9/23/2025	9/25/2025
Cement 24" Casing to Surface (w/ Temp Logs)	2	9/25/2025	9/27/2025
Install 18" FRP Tubing to ±2840'	5	9/27/2025	10/2/2025
F&E Corrosion Inhibitor in Annulus	1	10/2/2025	10/3/2025
Set 18" FRP Tubing	1	10/3/2025	10/4/2025
Develop Well & Collect Final WQ Samples	2	10/4/2025	10/6/2025
Geophysical Logging (Video)	2	10/6/2025	10/8/2025
Perform Pressure Test (18" FRP) - Pressurize Annulus	2	10/8/2025	10/10/2025
Geophysical Logging (HRT)	2	10/10/2025	10/12/2025
Geophysical Logging (RTS)	2	10/12/2025	10/14/2025
Demobilize Rig & Equipment	20	10/14/2025	11/3/2025

Mobilization & Construction of Dual-Zone Monitor Well No. 1

Stabilize Site	3	11/3/2025	11/6/2025
Install MW-1 44" Pit Casing	5	11/6/2025	11/11/2025
Install Sump, Containment Pad & Fluid Mgmt. System	7	11/11/2025	11/18/2025
Mobilize & Erect Drill Rig	15	11/18/2025	12/3/2025
Install (4) Pad Monitor Wells	5	12/3/2025	12/8/2025
Ream Nom. 44" Borehole to ±150'	3	12/8/2025	12/11/2025
Geophysical Logging (BH)	2	12/11/2025	12/13/2025
Install 34" Steel Casing to ±150'	2	12/13/2025	12/15/2025
Cement 34" Casing to Surface	2	12/15/2025	12/17/2025
Ream Nom. 34" Borehole to ±750'	6	12/17/2025	12/23/2025
Geophysical Logging (BH)	2	12/23/2025	12/25/2025
Install 24" Steel Casing to ±750'	2	12/25/2025	12/27/2025
Cement 24" Casing to Surface (w/ Temp Logs)	3	12/27/2025	12/30/2025
Convert to Reverse Air Drilling	15	12/30/2025	1/14/2026
Drill Nom. 12" Pilot Hole to ±2000' (WQ)	5	1/14/2026	1/19/2026
Geophysical Logging (PH - S&D)	3	1/19/2026	1/22/2026
Perform Packer Testing (4)	8	1/22/2026	1/30/2026
Plugback Pilot Hole w/ Cement & Gravel to ±900'	3	1/30/2026	2/2/2026
Ream Nom. 24" Borehole to ±1650'	8	2/2/2026	2/10/2026
Geophysical Logging (BH)	2	2/10/2026	2/12/2026
Install 16" Steel Casing to ±1650'	2	2/12/2026	2/14/2026
Cement 16" Casing to Surface (w/ Temp Logs)	4	2/14/2026	2/18/2026
Drill Nom. 14" Borehole to ±1950'	2	2/18/2026	2/20/2026
Geophysical Logging (BH)	2	2/20/2026	2/22/2026

Install 6.625" FRP Tubing to ±1900'	2	2/22/2026	2/24/2026
Geophysical Logging (Pre-CBL)	2	2/24/2026	2/26/2026
Cement 6.625" FRP to w/in 25'-40' of Base of UMZ (CTL)	2	2/26/2026	2/28/2026
TOOH Tubing - Tally Tubing - TIH Tubing	1	2/28/2026	3/1/2026
Complete Cementing 6.625" FRP to Base of UMZ (CTL)	2	3/1/2026	3/3/2026
Perform Pressure Test (6.625" FRP)	2	3/3/2026	3/5/2026
Geophysical Logging (CBL)	2	3/5/2026	3/7/2026
Develop Well & Collect Final WQ Samples	2	3/7/2026	3/9/2026
Geophysical Logging (Video)	2	3/9/2026	3/11/2026
Demobilize Rig & Equipment	20	3/11/2026	3/31/2026

Wellheads, Injection Testing & Closeout Work

Install IW-1 Final Wellhead	5	3/31/2026	4/5/2026
Install MW-1 Final Wellhead	5	4/5/2026	4/10/2026
Setup & Perform Injection Test	15	4/10/2026	4/25/2026
Site Restoration	20	4/25/2026	5/15/2026
Substantial Completion			5/15/2026
Punchlist & Contract Closeout (Incl. Village's Packet)	30	5/15/2026	6/14/2026
Final Completion			6/14/2026

PART II. PROPOSAL FORM – (G) LEGAL MATTERS

1. ***List and describe any and all litigation, arbitration or claims filed against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal: Not Applicable

   Describe the Nature of the Action: _____

   _____

   _____

   _____

   Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

   _____

   _____

   _____

2. ***List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal: Not Applicable

   Describe the Nature of the Action: _____

   _____

   _____

   _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

_____

_____

_____

3. ***Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (_) No (✓) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: Not Applicable

Describe the Nature of the Action: _____

_____

_____

_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

_____

_____

_____

4. ***Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (_) No (✓)***

If so, state the name(s) of the company(ies) Not Applicable

_____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____
Also, please explain the basis for any bar or suspension:

_____

_____

5. *Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes (✓) No (_)*

If yes, please describe each violation fine, and resolution

Failure to file electronic copy of 2022 OSHA 300 form.

What is the Proposer's current worker compensation rating? EMR 1.02

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes (X) No (_)

If yes, please describe the incident:
2019: Hand (20) 2020: Back (26), Foot (75) 2021: Abdomen (62), Lower Leg (33), Spinal (37) 2022: Hand (15) 2023: Thumb (52)

6. *Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.*

All YB employees undergo background checks prior to being hired. Employees onsite will be supervised by the project's superintendent (who will be determined after award).

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY
INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (H) SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Terra Lago Community Development District ("District")
(print name of the public entity)

by Harvey Youngquist Jr. / LLC Manager & Vice President
(print individual's name and title)

for Youngquist Brothers LLC ("Proposer")
(print name of entity submitting sworn statement)

whose business address is

15465 Pine Ridge Road, Fort Myers, Florida 33908

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1836961

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

Not Applicable

2. I have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections ("Public Integrity Laws"):
   a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
   b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
   c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies;*
   d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
   e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District or Village ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project ("Project") and the contract to be executed in connection with the Project.

5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District or Village.

___ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

_____

6. If awarded the contract, the Proposer will immediately notify the District and Village in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROBHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 7th day of November, 2024.

(Corporate Seal, if applicable)

Youngquist Brothers LLC.
(Name of Proposer)

By: Harvey Youngquist Jr.

Title: Vice President & LLC Manager

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2024, by Harvey Youngquist Jr. of Youngquist Brothers LLC., who is personally known to me or who has produced _____ as identification, and did [ ] or did not [X] take the oath.

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

Notary Public, State of Florida
Print Name: Jean Henderson
Commission No.: HH356908
My Commission Expires: February 25th, 2027

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (I) TRENCH SAFETY ACT COMPLIANCE STATEMENT

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:
   None Anticipated Dollars (Written)
   $_____ (Figures).

3. The amount listed above has been included within the Proposal.

Dated this 8th day of November, 2024.

Proposer: _____

By: Harvey Youngquist Jr.
Title: LLC Manager & Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Harvey Youngquist Jr. of Youngquist Brothers LLC., who is personally known to me or who has produced _____ as identification, and did [ ] or did not [X] take the oath.

_____
Notary Public, State of Florida
Print Name: Jean Henderson
Commission No.: HH356908
My Commission Expires: February 25, 2027

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY
INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (J) AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Lee

Before me, the undersigned authority, appeared the affiant, Harvey Youngquist Jr, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of LLC Manager & Vice Pres. for Youngquist Brothers LLC. ("**Proposer**") and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Terra Lago Community Development District ("**District**") Request for Proposals Wastewater Treatment Facility Injection Well System Improvements Project. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Dated 10/30/2024

Addendum No. 2 Dated 11/01/2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Not Applicable

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE VILLAGE, AND THE PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this 7th day of November, 2024.

Youngquist Brothers LLC
(Name of Proposer)

(Corporate Seal, if applicable)

By: Harvey Youngquist Jr

Title: LLC Manager & Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2024, by Harvey Youngquist Jr. of Youngquist Brothers LLC., who is personally known to me or who has produced _____ as identification, and did [ ] or did not [X] take the oath.

Jean Henderson
Comm.: HH 356908
Expires: February 25, 2027
Notary Public - State of Florida

Notary Public, State of Florida
Print Name: Jean Henderson
Commission No.: HH356908
My Commission Expires: February 25, 2027

EXHIBIT: Attach Proof of Authorization to Sign

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
YOUNGQUIST BROTHERS, LLC

Filing Information

Document Number	L21000000723
FEI/EIN Number	59-1836961
Date Filed	12/30/2020
Effective Date	03/15/1977
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	12/30/2020
Event Effective Date	12/31/2020

Principal Address

15465 PINE RIDGE RD
FT MYERS, FL 33908

Mailing Address

15465 PINE RIDGE RD
FT MYERS, FL 33908

Registered Agent Name & Address

LAW OFFICES OF MARK R. KOMRAY, ESQ., PLLC
15465 PINE RIDGE RD
2ND FL, EAST WING
FT MYERS, FL 33908

Authorized Person(s) Detail

Name & Address

Title MGR

YOUNGQUIST, SR, HARVEY B
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, TIMOTHY G
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, JR, HARVEY B
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

YOUNGQUIST, BRETT A
15465 PINE RIDGE RD
FT MYERS, FL 33908

Title MGR

KRAGH, TRISTA S
15465 PINE RIDGE RD
FT MYERS, FL 33908

Annual Reports

Report Year	Filed Date
2021	04/26/2021
2022	04/07/2022
2023	04/25/2023

Document Images

04/25/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
12/30/2020 -- Florida Limited Liability	View image in PDF format

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (A) GENERAL INFORMATION

1. ***Proposer General Information***

Proposer Name Florida Design Drilling LLC

Street Address 7733 Hooper Road

~~P. O. Box (if any)~~ _____

City West Palm Beach State Florida Zip Code 33411

Telephone (561) 844-2966 Fax no. (561) 844-2967

Internet Address www.fldrilling.com

1st Contact Name Michael Black Title Vice President

Contact Telephone (561) 371-9241 E-Mail Address mike@fldrilling.com

2nd Contact Name Brandon Holst Title Vice President

Contact Telephone (561) 568-1231 E-Mail Address brandon@fldrilling.com

~~Parent Company Name (if any) _____~~

~~Street Address _____~~

~~P. O. Box (if any) _____~~

~~City _____ State _____ Zip Code _____~~

~~Telephone _____ Fax no. _____~~

~~1st Contact Name _____ Title _____~~

~~2nd Contact Name _____ Title _____~~

(Attach a chart showing ownership structure of Proposer.)

PETITIONER'S EXHIBIT "E"

2. ***List the location of Proposer's office that would oversee the work.***

Street Address 7733 Hooper Road

~~P.O. Box (if any)~~ _____

City West Palm Beach State Florida Zip Code 33411

Telephone (561) 844-2966 Fax No. (561) 844-2967

1st Contact Name Michael Black Title Vice President

2nd Contact Name Brandon Holst Title Vice President

3. ***Company Standing***

Proposer's form of entity: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida

Date 4/29/2005 Charter Number (if applicable) _____

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?

Yes X No ___

If no, please explain _____

_____

_____

4. *Licensure*

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Martin County:

Dan Ringdahl - State of Florida Water Well License #11148

Jeffrey Holst - CGC1522104

FEI #20-2779560

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

License Water Well Contractor

Licensed General Contractor

License No. Water Well Contractor #11148 / CGC1522104 Expiration Date 7-31-2025 / 8-21-2026

Qualifying Individual Daniel Ringdahl - Wells Title CEO

List company(ies) currently qualified under this license Jeffrey Holst - CGC Vice President

Florida Design Drilling LLC

Is the registration or license in good standing? Yes X No ___

If no, please explain ___

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
CORPORATE OFFICERS
(Attach additional sheets if necessary)

Company Name Florida Design Drilling LLC Date 11/8/2024

Provide the following information for Officers of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Daniel Ringdahl	CEO	Company Mission / Financial	North Palm Beach, FL
Noah Ringdahl	President	Company Operations	Davie, FL
Michael Black	Vice President	Estimating / Strategy / Well Technical	Jupiter, FL
Brandon Holst	Vice President	Estimating / Project Management	North Palm Beach, FL
Other Corporate Officers - Please see attached			
FOR PARENT COMPANY (If applicable)			

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
OTHER SUPERVISORY PERSONNEL
(Attach additionnl sheets if necessary)

Company Name Florida Design Drilling LLC Date 11/8/2024

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Bruce Balmer	Superintendent	DIW Construction Operations	20 years	>30 years
Kenneth (Wes) Lawson	Superintendent	DIW Site Superintendent	>10 years	>20 years
FDD staffs each DIW Rig with three crews which perform continuous 24/7 operations throughout the life of the project.				
Additionally, FDD has numerous other employees such as welders, geophysical logger, cementers, truck drivers, mechanics,				
etc. to support the 24/7 DIW operations. Senior leadership stays in 24/7 communication with all DIW operations.				
Resumes for key Officers and Supervisors attached				

II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT
(Attach additional sheets if necessary)

Company Name Florida Design Drilling LLC Date 11/8/2024

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN:	
			FLORIDA	OTHER
FDD has multiple rigs available to perform this project. Please see attached List of Equipment.				

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. ***For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:***

Name: Michael Black

Title: Vice President

Office Location: West Palm Beach

Corporation Responsibilities: Deep Well Construction guidance and technical management
Company Well Division guidance and estimating

Years in Current Position: 8 years specific to FDD / Over 20 years DIW industry experience

Proposed Role for the Project: Technical Well Construction guidance and assistant PM

% of Time to Be Devoted to Project: As necessary up to 100%

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: FPL Turkey Point DIW System

Time Period of Project: 2022-2024

Description of Project: Multiple DIW system including DZMW with same well design(s) as Terra Lago DIW System project

Role of Manager / Supervisor / Key Personnel: Provided estimating and proposal package. Assistant PM / Technical guidance during construction

Reference Contact: David McNabb, P.G. - 561.891.0763 McNabb Hydrogeologic

Contact Phone/E-Mail: (561) 891-0763 / david@mcnabbhydroconsult.com

Project 2

Project Name / Location: North Springs Improvement District (NSID) DIW System

Time Period of Project: 2020 - 2022

Description of Project: Construction and Testing of Deep Injection Well IW-1 and dual-zone monitor well DZMW-1

Role of Manager / Supervisor / Key Personnel:
Provided guidance and assembled Design-Build team for project. Estimating and proposal package. Project Manager / Technical guidance during construction.

Reference Contact: Rod Colon - NSID

Contact Phone/E-Mail: (954 520-0319 / rodc@nsidfl.gov

Project 3

Project Name / Location: TECO - Big Bend DIW System

Time Period of Project: 2020 - 2023

Description of Project: Multiple DIW System (IW-1 / IW-2) and associated dual-zone monitor wells (DZMW-1 / DZMW-2)

Role of Manager / Supervisor / Key Personnel:

Provided estimating and proposal package. PM / Technical guidance during construction

Reference Contact: Pete Larkin, P.G. - ASRus

Contact Phone/E-Mail: (813) 382-8516 / plarkin@asrus.net

(Attach resume, and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. ***For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:***

Name: Brandon Holst

Title: Vice President

Office Location: West Palm Beach

Corporation Responsibilities: Deep Well Construction project management
Company Well Division estimating and operations

Years in Current Position: 8 years specific to FDD / 7 years DIW industry experience

Proposed Role for the Project: Project Manger

% of Time to Be Devoted to Project: As necessary up to 100%

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: FPL Turkey Point DIW System

Time Period of Project: 2022-2024

Description of Project: Multiple DIW system including DZMW with same well design(s) as Terra Lago DIW System project

Role of Manager / Supervisor / Key Personnel:
Project Manager and Operational guidance during construction

Reference Contact: David McNabb, P.G. - 561.891.0763 McNabb Hydrogeologic

Contact Phone/E-Mail: (561) 891-0763 / david@mcnabbhydroconsult.com

Project 2

Project Name / Location: North Springs Improvement District (NSID) DIW System

Time Period of Project: 2020 - 2022

Description of Project: Construction and Testing of Deep Injection Well IW-1 and dual-zone monitor well DZMW-1

Role of Manager / Supervisor / Key Personnel: Assistant Project Manager

Reference Contact: Rod Colon - NSID

Contact Phone/E-Mail: (954 520-0319 / rodc@nsidfl.gov

Project 3

Project Name / Location: TECO - Big Bend DIW System

Time Period of Project: 2020 - 2023

Description of Project: Multiple DIW System (IW-1 / IW-2) and associated dual-zone monitor wells (DZMW-1 / DZMW-2)

Role of Manager / Supervisor / Key Personnel: Project Manager and Operational Guidance during Construction

Reference Contact: Pete Larkin, P.G. - ASRus

Contact Phone/E-Mail: (813) 382-8516 / plarkin@asrus.net

(Attach resume, and use additional sheets as appropriate.)

2. ***Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed.***

Staffing Role / Description of Role in Project	# of Individuals	# of Total Man Hours per Month	Status of Staff with Proposer (e.g., full-time, day labor, etc.)
FDD runs a continuous 24/7 worksite operation for construciton of UIC DIW's. The site			
is staffed with an onsite Drilling Superintendent at all times, additionally a Driller and 3-4			
crew members are onsite at all times. We run three Drillers and crews in order to achieve			
continous 24/7 operations. During casing installations, cementing operations and other			
testing and/or special work events FDD will also have welders, dedicated cementer,			
geophyiscal logger or other specialists onsite.			
In addition to FDD onsite staff, we have full time primary PM and assistant PM with 20+			
years of UIC DIW experience including permitting, design, construction and testing on the			
consulting and contractor side.			
FDD is confident our onsite and full time available office staff is the most comprehensive			
and capable DIW personnel in the industry.			
Please see attached FDD Company information package which provide further details			
of FDD capability and operational structure.			

3. ***Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.***

Equipment Type	Description of Role in Project	Age of Equipment	% of Time Available to the Project	Is the Equipment Presently Owned? Leased?
Construction of a UIC DIW involves a lengthy process of drilling and testing requirements				
as required by the UIC DIW Well Construciton Permit which governs the project.				
FDD will utilize a full time DIW drilling rig and associated drilling fluids system for the basic				
drilling operation. Additionally we will have a full time onsite cementing unit, bulk cement				
storage tank, and numerous small equipment for the various drilling and testing activities.				
Please see attached FDD Company information packet and List of Equipment for additional				
details.				

4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided
(Supplier) Cole Industrial	David Thumer (863) 860-5674	Steel Casing Suppplier	Approximately $1.3M
Core Labs	Toddy Guidry (337) 303-2262	Rock Core laboratory analysis	Approximately $90k
JRW, Inc.	Roger Harris (305) 970-2339	Auger drill for Pit casing installation	Approximately $20k
(Supplier) Cemex	Roger Kramer (407) 832-5177	Cement for casing grouting	Approximately $350k
Florida Spectrum	Monica Alexander (305) 733-0824	Water Quality Laboratory	Approximately $75k
(Supplier) Future Pipe Inc.	Monica Aleniz (713) 698-2719	FRP Pipe Supplier	Approximately $600k

(Attach additional sheets as necessary.)

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: (Supplier) Cole Industrial

Title: _____

Contact: David Thurner (863) 860-5674

Contact Phone/E-Mail: (863) 860-5674 / david@coleindustrial.com

Office Location: 510 N Turkey Creek Rd., Plant City, Fl 33563

_____

Shipment Location (for Suppliers): Jobsite

_____

Years in Business: 25 years

Proposed Role for the Project: Steel Casing Suppplier

_____

_____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain: _____

_____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: _____

_____

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: Core Labs

Title: _____

Contact: Toddy Guidry

Contact Phone/E-Mail: (337) 303-2262 / toddy.guidry@corelab.com

Office Location: Broussard, LA

_____

Shipment Location (for Suppliers): Jobsite

_____

Years in Business: 88 years

Proposed Role for the Project: Laboratory analysis of rock cores.

_____

_____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes ___ No ___ If no, explain: _____

Unknown, however the rock core samples are sent to Core Labs and results emailed back. Core Labs doesn't perform the work in Florida.

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: _____

_____

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: (Supplier) Cemex

Title: _____

Contact: Roger Kramer

Contact Phone/E-Mail: (407) 832-5177

Office Location: Cemex - Indiantown, FL

Shipment Location (for Suppliers): Jobsite

Years in Business: Over 100 years

Proposed Role for the Project: Supply bulk cement

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: _____

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: Florida Spectrum

Title: _____

Contact: Monica Alexander

Contact Phone/E-Mail: (305) 733-0824 / m.alexander@flenviro.com

Office Location: Various throughout Florida and Georgia. Closest office located in Okeechobee, FL

_____

Shipment Location (for Suppliers): Jobsite

_____

Years in Business: 40 years

Proposed Role for the Project: Laboratory water quality analysis

_____

_____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes X No ___ If no, explain: _____

_____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: _____

_____

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of $25,000 for the Project, provide the following information:***

Name: (Supplier) Future Pipe Inc.

Title: _____

Contact: Monica Aleniz

Contact Phone/E-Mail: (713) 598-2719 / mo.aleniz@futurepipe.com

Office Location: Houston, TX and Louisianna (USA)

_____

Shipment Location (for Suppliers): Jobsite

_____

Years in Business: 40

Proposed Role for the Project: Supply FRP Tubing

_____

_____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Martin County and the State of Florida?
Yes ___ No ___ If no, explain: _____

Unknown, however FPI is the supplier for Red Box FRP per Spec. The FRP is shipped to jobsite from out of State.

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes X No ___

Please list the licenses: _____

_____

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

*Note - All of the above listed Suppliers and Subs have been utilized on the following projects.

Project 1

Project Name / Location: FPL Turkey Point DIW System

Time Period of Project: 2022-2024

Description of Project: Construction and Testing of two 24" diameter DIW's and associated Dual-Zone Monitor Well of same design as Terra Lago. Project include full topside outfitting of all wells.

Role of Subcontractor/Supplier: Above listed Suppliers and Subs provided the same service as described above.

Total Value of Contract to Subcontractor/Supplier: Same as above

Reference Contact: All Same as Above

Contact Phone/E-Mail: All Same as Above

Project 2

Project Name / Location: TECO - Big Bend DIW System

Time Period of Project: 2020 - 2023

Description of Project: Construction and Testing of two 20" diameter DIW's and two associated Dual-Zone Monitor Wells

Role of Subcontractor/Supplier: Above listed Suppliers and Subs provided the same service as described above

Total Value of Contract to Subcontractor/Supplier: Same as above

Reference Contact: All Same as Above Ple

Contact Phone/E-Mail: All Same as Above

Project 3

Project Name / Location: North Springs Improvement District (NSID) Deep Injection Well System

Time Period of Project: 2020 - 2022

Description of Project: Construction and Testing of UIC Class I DIW with same design (slightly smaller diameter) as Terra Lago. Included Dual-Zone MW and complete Surface outfitting

Role of Subcontractor/Supplier:

Above listed Suppliers and Subs provided the same service as described above.

Total Value of Contract to Subcontractor/Supplier: Same as above

Reference Contact: All Same as Above

Contact Phone/E-Mail: All Same as Above

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (_) No (X) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: FDD is not aware any of our subs or suppliers have failed to

Contact Phone/E-Mail: complete a project or provide the requested services. None of

Dollar Amount of Contract: the listed have ever failed FDD on any project.

Scope of Services for Project:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:

Identify the Case # and Tribunal: FDD is not aware any of our subs or suppliers have

Describe the Nature of the Action: ever filed for bankruptcy.

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

Not Applicable

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:

FDD is not aware any of our subs or suppliers have executed an assignment for the benefit of Creditors.

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:

FDD is not aware any of our subs or suppliers have defaulted on any financial obligations.

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

1. ***Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Please see attached DIW Project References for details.

~~FDD has completed 7 DIW's for four different clients:~~
Florida Power & Light Company
Tampa Electric Company
North Springs Improvement District
~~City of St. Pete~~

Start Date: _____

Current Status of the Project: _____

2. ***Has the Proposer previously performed work for a community development district? Yes (X) No ( ) If yes, please provide the following information for each project (attach additional sheets as necessary):***

Project Name/Location: North Springs Improvement District (NSID) Deep Injection Well System

Reference Contact: Rod Colon

Contact Phone/E-Mail: (954) 520-0319

Dollar Amount of Contract: $7M

Scope of Services for Project:

Design build including design/permitting, consruction and Testing of a 16" diameter deep injection well (IW-1) to 3,500' and one dual-zone monitor well. Project also included complete topside outfitting (wellheads, concrete pads, I&C, Electrical and Piping.

Further details attached in DIW Project References

Start Date: 2020 - 2022

Current Status of the Project:

Completed and DIW well system is in operation.

3. ***Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (_) No (X) For each such incident, please provide the following information (attach additional sheets as necessary):***

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

Not Applicable

_____

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

4. ***Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes (_) No (X) For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

Not Applicable

_____

_____

_____

Start Date: _____

Reason: _____

_____

_____

_____

_____

5. ***Has the Proposer or any of its officers or employees, or any of Proposer's proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at this community, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:***

No - Not Applicable

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Florida Design Drilling LLC Date November 7, 2024

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest $1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
	$	$	$	$	$			
Subtotal Uncompleted Work				$	$			
Total Uncompleted Work on Hand				$				

Please see attached WIP

PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY
PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS
(Attach additional sheets if necessary)

Company Name Florida Design Drilling LLC Date November 7, 2024

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB [1]	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION [2]	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE FOR THE LISTED PROJECT [3]
	Please see attached					

1 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
2 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
3 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. ***Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required.*** See Attached

2. ***Complete the following chart for each of the past five years:***

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023	$37,451,520.00	16	$29,994,000.00
2022	$36,866,509.00	44	$29,994,000.00
2021	$33,402,371.00	21	$13,291,253.00
2020	$30,372,284.00	18	$13,223,373.00
2019	$22,412,544.00	42	$8,673,756.00

3. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:***

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Not Applicable

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

Not Applicable

4. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:***

5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:***

6. ***What is the Proposer's proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Workers' Compensation

a. State Worker's Compensation – Greater of statutorily required amount or $1,000,000 per occurrence / $1,000,000 aggregate / $1,000,000 per disease
b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or $ See attached COI
c. Employer's Liability – $See attached COI

Commercial General Liability Insurance

a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $ 2,000,000
b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $ 2,000,000
c. Products-Completed Operations – $4,000,000
d. Personal and Advertising Injury – $2,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

a. Bodily Injury:
   Each Person $ See attached COI
   Each Accident $ 2,000,000
b. Property Damage:
   Each Occurrence $ 2,000,000

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $ 2,000,000

Protection and Indemnity Insurance $ See attached COI

Contractual Liability coverage

a. General Aggregate $ See attached COI
b. Bodily Injury and Property Damage Combined Each Occurrence $ See attached COI

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

a. General Aggregate $ 5,000,000
b. Each Occurrence $ 5,000,000

Builder's Risk Insurance for the amount of the Project? YES / [NO] Can be provided if/as necessary

Boiler & Machinery Insurance? (List items on separate page) YES / [NO] Can be provided if/as necessary

_____ $_____
(Other)

FDD COI attched

_____ $_____
(Other)

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. ***What are the Proposer's current bonding limits?***

Name of Proposer's Bonding Company Great Midwest Insurance Company

Address 800 Gessner Road, Suite 600, Houston, TX 77024

Approved Bonding Capacities:

Aggregate Limit	$ $50M+
Single Project Limit	$ $25M+
Total Current Contracts Bonded	$

Name of Proposer's Bonding Agency ACRISURE

Address 220 Congress Park, Suite 100, Delray Beach, FL 33445

Contact Name Brett Rosenhaus Telephone 561.248.1348

PART II. PROPOSAL FORM – (E) PRICING

Total Base Lump Sum Price

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances for the total base lump sum of Parts A, B, and C of the Bid Schedule of:

Fifteen million five hundred six thousand five hundred dollars and zero cents (In Words).

$ $15,506,500.00 (In Figures).

The above quoted price shall include the Proposer's proposed price for all work necessary to construct the project as described in the technical documents included as part of the Project Manual, as amended and expanded by any and all addenda. The unit prices set forth in the Bid Schedule shall be used to adjust the base lump sum quote amount above for the items indicated based on actual field measured quantities placed or work performed, as confirmed by the ENGINEER.

Schedules of Values

The Proposer must complete, ***on the District-provided form attached hereto***, a schedule of values to provide associated unit costs and total costs for the work necessary to construct the Scope of Work ("**Schedule of Values**"). The Proposer **must** include the completed District-provided form with this Proposal Form as **Exhibit A** to the Proposal Form.

In addition to providing a hard copy of this Proposal Form, **the Proposer must submit an electronical copy of the Schedule of Values in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals. The Schedules of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders associated with the Additional Scope of Work.

The undersigned proposes to construct all work necessary to construct wastewater system improvements as more particularly described in the Project Manual and in accordance with all applicable permits and/or approvals.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for one hundred twenty (120) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within five days after written Notice to Proceed of this proposal.

[*continued to next page*]

The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of Martin County and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of: Florida Design Drilling LLC

Proposer Signature: _____ Date: November 7, 2024

Address: 7733 Hooper Road, West Palm Beach, FL 33411

By: Michael Black

Print Name: Michael Black - Vice President

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
Part A: General					
A01	General Conditions	LS	$1,000,000.00	1	1,000,000.00
A02	Public Construction Bond Prem.	LS	$300,000.00	1	$300,000.00
A03	Mobilization/Demobilization	LS	$1,500,000.00	1	$1,500,000.00
A04	Standby w/ Crew	HR	$100.00	80	$8,000.00
A05	Standby w/o Crew	HR	$10.00	100	$1,000.00
A06	Install Pad Monitor Wells (Including Maintenance, Sampling & Completion)	LS	$100,000.00	1	$100,000.00
				Subtotal Part A: General	$2,909,000.00
Part B: IW1 Construction/Testing Items					
B01	Ream 64" Borehole to 150'	LF	$1,000.00	150	$150,000.00
B02	Perform geophysical logging in 62" BH	LS	$7,500.00	1	$7,500.00
B03	F&I 54" Steel Casing to 150'	LF	$1,000.00	150	$150,000.00
B04	Cement 54" Steel Casing	FT3	$50.00	1260	$63,000.00
B05	Drill 12" Pilot Hole to 760'	LF	$300.00	610	$183,000.00
B06	Perform geophysical logging in PH	LS	$7,500.00	1	$7,500.00
B07	Ream 54" Borehole to 750'	LF	$750.00	600	$450,000.00
B08	Perform geophysical logging in 54" BH	LS	$5,000.00	1	$5,000.00
B09	F&I 44" Steel Casing to 750'	LF	$750.00	750	$562,500.00
B10	Cement 44" Steel Casing; Perform CTLs	FT3	$50.00	5220	$261,000.00
B11	Drill 12" Pilot Hole to 2050'	LF	$300.00	1290	$387,000.00
B12	Perform geophysical logging in PH	LS	$7,500.00	1	$7,500.00
B13	Perform Packer Testing	EA	$20,000.00	3	$60,000.00
B14	Plugback Pilot Hole w/ Cement	LS	$25,000.00	1	$25,000.00
B15	Ream 44" Borehole to 2,000'	LF	$500.00	1250	$625,000.00
B16	Perform geophysical logging in 44" BH	LS	$7,500.00	1	$7,500.00
B17	F&I 34" Steel Casing to 2,000'	LF	$500.00	2,000	$1,000,000.00
B18	Cement 34" Steel Casing, Perform CTLs	FT3	$50.00	11,070	$553,500.00
B19	Drill 12" Pilot Hole to 3300'	LF	$300.00	1250	$375,000.00
B20	Collect Core Samples	EA	$20,000.00	6	$120,000.00
B21	Lab Analysis of Core Samples	EA	$5,000.00	18	$90,000.00
B22	Perform geophysical logging in PH	LS	$10,000.00	1	$10,000.00
B23	Perform Packer Testing	EA	$20,000.00	5	$100,000.00
B24	Install Bridge Plug & Plugback Pilot Hole w/ Cement	LS	$50,000.00	1	$50,000.00
B25	Ream 34" Borehole to 2850'	LF	$425.00	850	$361,250.00
B26	Ream 22" Borehole to 3,300'	LF	$425.00	450	$191,250.00
B27	Perform geophysical logging in 34"/22" BH	LS	$12,500.00	1	$12,500.00
B28	F&I 24" Steel Casing to 2,850'	LF	$425.00	2850	$1,211,250.00
B29	Cement 24" Steel Casing, Perform CTLs	FT3	$60.00	11730	$703,800.00
B30	Perform CBL & Video in 24" Steel Casing	LS	$35,000.00	1	$35,000.00
B31	Pressure Test 24" Casing	LS	$25,000.00	1	$25,000.00
B32	F&I 18" FRP Tubing to 2,840'	LF	$400.00	2840	$1,136,000.00
B33	F&I Corrosion Inhibitor in Annulus	LS	$25,000.00	1	$25,000.00
B34	Develop & Collect Final WQ Samples	LS	$25,000.00	1	$25,000.00

Village of Indiantown WWTF Injection Well System Bid Schedule

All Unit Prices shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work as specified herein, including installation of all materials, equipment and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

Unit prices set forth below shall be used to adjust the overall cost of the associated item and the Grand Total Amount based on actual field measured quantities placed or work performed, as confirmed by the Engineer.

Item	Description	Unit	$/Unit	# of Units	Total
B35	Perform Final Video in IW1	LS	$5,000.00	1	$5,000.00
B36	Perform Annular Pressure Test	LS	$7,500.00	1	$7,500.00
B37	Perform Temp and RTS	LS	$25,000.00	1	$25,000.00
B38	Perform Injection Test with **Onsite** Water Source	LS	$250,000.00	1	$250,000.00
B40	Install wellhead valve and all above surface components of IW-1	LS	$250,000.00	1	$250,000.00
	Subtotal Part B: IW1 Construction/Testing Items				$9,513,550.00
Part C: DZMW-1 Construction/Testing Items					
C01	Drill 42" Borehole to 150'	LF	$500.00	150	$75,000.00
C02	Perform geophysical logging in 42" BH	LS	$5,000.00	1	$5,000.00
C03	F&I 34" Steel Casing to 150'	LF	$500.00	150	$75,000.00
C04	Cement 34" Steel Casing	FT3	$50.00	830	$41,500.00
C05	Ream 34" Borehole to 750'	LF	$375.00	600	$225,000.00
C06	Perform geophysical logging in 34" BH	LS	$5,000.00	1	$5,000.00
C07	F&I 24" Steel Casing to 750'	LF	$375.00	750	$281,250.00
C08	Cement 24" Steel Casing, Perform CTLs	FT3	$50.00	3090	$154,500.00
C09	Drill 12" Pilot Hole to 2,000'	LF	$275.00	1250	$343,750.00
C10	Perform geophysical logging in PH	LS	$7,500.00	1	$7,500.00
C11	Perform Packer Testing	EA	$20,000.00	4	$80,000.00
C12	Plugback Pilot Hole w/ Cement & Gravel	LS	$25,000.00	1	$25,000.00
C13	Ream 24" Borehole to 1650'	LF	$325.00	900	$292,500.00
C14	Perform geophysical logging in 24" BH	LS	$5,000.00	1	$5,000.00
C15	F&I 16" Steel Casing to 1650'	LF	$325.00	1650	$536,250.00
C16	Cement 16" Steel Casing, Perform CTLs	FT3	$50.00	3750	$187,500.00
C17	Ream 16" Borehole to 1950'	LF	$250.00	300	$75,000.00
C18	Perform geophysical logging in 16" BH	LS	$5,000.00	1	$5,000.00
C19	F&I 6.625" FRP Tubing to 1900'	LF	$250.00	1900	$475,000.00
C20	Cement 6.625" FRP Tubing, Perform CTLs	FT3	$60.00	320	$19,200.00
C21	Collect UMZ & LMZ WQ Samples	LS	$20,000.00	1	$20,000.00
C22	Perform Pressure Test in LMZ Tubing	LS	$20,000.00	1	$20,000.00
C23	Perform Pre & Post CBL & Video in LMZ	LS	$30,000.00	1	$30,000.00
C24	Install wellhead valve and all above surface components of DZMW-1	LS	$100,000.00	1	$100,000.00
	Subtotal Part C: DZMW-1 Construction/Testing Items				$3,083,950.00
	GRAND TOTAL OF PARTS A, B, and C				$15,506,500.00

Item	Description	Unit	$/Unit	# of Units	Total
Part D: ALTERNATE ITEM: Performing Injection Test With Offsite Water Source					
D01	Perform Injection Test with **Offsite** Water Source	LS	$250,000.00	1	$250,000.00

PART II. PROPOSAL FORM – (F) PROJECT SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use **December 1, 2024,** as the start date for the project for purposes of this RFP and shall use calendar days for purposes of indicating the project's duration.

The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of the Village of Indiantown's Utility Acceptance Turnover Check List and Village of Indiantown's Turnover Packet Final Acceptance. Important milestones, to be clearly denoted in the schedule, include Substantial Completion, Village of Indiantown's Turnover Packet Final Acceptance, Final Payment.

The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is **five hundred and thirty days (530) calendar days**, and the achievement of application of Final Payment is: **five hundred and sixty (560) calendar days**. The Owner reserves the right to waive any informalities, or to reject any and all proposals.

PART II. PROPOSAL FORM – (G) LEGAL MATTERS

1. ***List and describe any and all litigation, arbitration or claims filed against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal: _____

   Describe the Nature of the Action: _____

   None - Not Applicable

   Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

   None - Not Applicable

2. ***List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)***

   Identify the Case # and Tribunal: _____

   Describe the Nature of the Action: _____

   None - Not Applicable

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

None - Not Applicable

3. ***Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (_) No (X) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:

Describe the Nature of the Action:

None - Not Applicable

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

None - Not Applicable

4. ***Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (_) No (X)***

If so, state the name(s) of the company(ies)

Not Applicable

The state(s) where barred or suspended

State the period(s) of debarment or suspension
Also, please explain the basis for any bar or suspension:

5. ***Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes (_) No (X)***

If yes, please describe each violation fine, and resolution _____

None - Not Applicable

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes (_) No (_)

If yes, please describe the incident: _____

6. ***Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.***

FDD utilizes E-Verify (FDD company I.D.#11557)

FDD performs background checks for all new hires.

FDD has full time supervisor layers onsite (Driller and Site Superintendent). Each of these has the responsibility to supervise all FDD site personnel, vendors and subcontractors and have the authority to have removed or terminate said personnel, vendors or subcontractors. FDD senior management also stay in continuous communication with the site via phone or in person.

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (H) SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Terra Lago Community Development District ("District")
(print name of the public entity)

by Michael Black - Vice President
(print individual's name and title)

for Florida Design Drilling LLC ("Proposer")
(print name of entity submitting sworn statement)

whose business address is

7733 Hooper Road, West Palm Beach, FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2779560

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections ("Public Integrity Laws"):
   a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
   b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
   c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
   d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
   e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District or Village ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Wastewater Treatment Facility Injection Well System Improvements Project ("Project") and the contract to be executed in connection with the Project.

5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District or Village.

___ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

_____

6. If awarded the contract, the Proposer will immediately notify the District and Village in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROBHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 7th day of November, 2024.

(Corporate Seal, if applicable)

Florida Design Drilling LLC
(Name of Proposer)

By: Michael Black

Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2024, by Michael Black of Florida Design Drilling LLC, who is [personally known] to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida
Print Name: Michael Perez
Commission No.: HH 286038
My Commission Expires: 7.11.2026

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (I) TRENCH SAFETY ACT COMPLIANCE STATEMENT

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be: One dollar per linear foot Dollars (Written) $ 1.00 / ft (Figures).

3. The amount listed above has been included within the Proposal.

Dated this 7th day of November, 2024.

Proposer: Florida Design Drilling LLC

By: Michael Black
Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2024, by Michael Black of Florida Design Drilling LLC, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

Notary Public, State of Florida
Print Name: Michael Perez
Commission No.: HH 286038
My Commission Expires: 7-11-2026

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR WASTEWATER TREATMENT FACILITY INJECTION WELL SYSTEM IMPROVEMENTS PROJECT

PART II. PROPOSAL FORM – (J) AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, appeared the affiant, Michael Black, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Florida Design Drilling LLC ("**Proposer**") and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Terra Lago Community Development District ("**District**") Request for Proposals Wastewater Treatment Facility Injection Well System Improvements Project. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Dated October 30, 2024

Addendum No. 2 Dated November 1, 2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

None - Not Applicable

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE VILLAGE, AND THE PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this 7th day of November, 2024.

(Corporate Seal, if applicable)

FLORIDA DESIGN DRILLING LLC
LIMITED LIABILITY
SEAL
EST. 2005
FLORIDA

Florida Design Drilling LLC
(Name of Proposer)

By: Michael Black

Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2024, by Michael Black of Florida Design Drilling LLC, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

Notary Public, State of Florida
Print Name: Michael Perez
Commission No.: HH 286038
My Commission Expires: 7-11-2026

EXHIBIT: Attach Proof of Authorization to Sign - FDD Corporate Annual Report attached

11-06-24 10:15:18	515545	FLORIDA DESIGN DRILLING	0541
CHECK NUMBER: 022000202	CHECK AMOUNT:	10000.00	

CHECK NO : 022000202

TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS

Dorsey Financial
CREDIT UNION
PO BOX [illegible] FL [illegible]
[illegible]

DATE
11-06-24

7491
2724

CHECK NO : 022000202

CASHIER CHECK

AMOUNT
*******10,000.00

PAY TEN THOUSAND AND .00 DOLLARS

VOID AFTER 90 DAYS

TO THE ORDER OF TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

President/CEO

⑈022000202⑈ ⑆272479919⑆ 90000189⑈

CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY): 11/6/2024

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: LOCKTON COMPANIES, LLC 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Imperium Insurance Company	35408
INSURER C: Navigators Specialty Insurance Company	36056
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1538891: Florida Design Drilling LLC, 7733 Hooper Road, West Palm Beach, FL 33411

COVERAGES **CERTIFICATE NUMBER:** 21130496 **REVISION NUMBER:** XXXXXXX

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ROCC3001970	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	RAC9438273	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	ARU-HC-CX-0000077-01	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWC3001969	1/1/2024	1/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability	N	N	CH24ECP307581 IC	1/1/2024	1/1/2026	$2,000,000 Each Incident/Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Personal Injury Protection is Included: $10,000 Per Person. SEE PAGE 2

CERTIFICATE HOLDER

21130496
Terra Lago Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Owner, Engineer, Village and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each are included as additional insureds if required by written contract with respect to General Liability, Automobile Liability and Excess Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the Additional Insureds if required by written contract with respect to General Liability, Automobile Liability, Excess Liability and Workers Compensation per the terms and conditions of the policy where permitted by state law.

FORM 0155

The State of Florida

Has Determined That

DANIEL C. RINGDAHL

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

And Hereby Issues

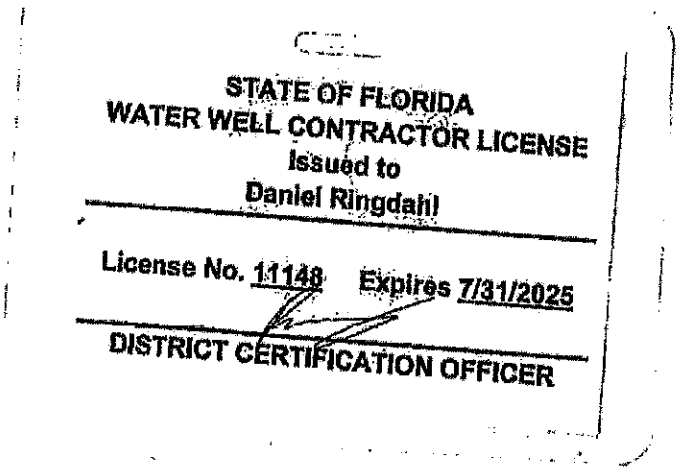
License Number

11148

Issued by South Florida Water Management District

This 12th day of October, 1995 A.D.

Steven D. Anderson, Supervising Professional
Water Use Division, Water Well Construction


STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Daniel Ringdahl
License No. 11148 Expires 7/31/2025
DISTRICT CERTIFICATION OFFICER

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

HOLSTEIN JEFFREY TURNER

FLORIDA DESIGN DRILLING LLC

[redacted]

WEST PALM BEACH FL [redacted]

LICENSE NUMBER: CGC1522104

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/09/2024

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.

DANIEL C. RINGDAHL
7733 Hooper Road
West Palm Beach, FL 33411
561-324-3885

Qualifications:

I grew up in a family well drilling business. My experience includes extensive drilling throughout Florida, including deep commercial, monitor, agricultural, public water supply, screen and gravel pack, irrigation, and injection wells. I am well versed in all types of hydro geological testing; aquifer tests, single and dual packer testing, coring, mechanical integrity testing and well acidization. I am experienced in the many types of drilling procedures including mud rotary, cable tool, reverse air, straight air, straight water and biodegradable fluids.

Licenses:

Florida State Water Well Contractors License #11148
State Irrigation Contractors License

Experience:

January 2010 to Present
Florida Design Drilling Corporation
President and Majority stockholder

April 2006 to December 2009
Florida Design Drilling Corporation
Co-Founder, Stockholder, and Vice President of Operations
Responsible for all field operations and project management.

March 2004 to April 2006
I was in the pursuit of personal goals and objectives until I again became involved in the drilling industry as my primary professional focus.

October 2000 to March 2004
Diversified Drilling Corporation (DDC)
After selling Well Water Systems to DDC, I was hired back by DDC as Operations Manager for the Fort Myers Operation. In October of 2001 I was relocated to West Palm Beach to open and manage an East Coast Operations Center for DDC. In that capacity I managed every aspect of operations for all jobs in Southeast Florda.

May 1992 to October 2000
Well Water Systems, Inc.
Co-Founder, Stockholder and Vice President
Chief Operations Officer
My duties involved scheduling and project management of all large contracts. Procurement of equipment for all aspects of drilling operations. Maintenance of equipment. The company was sold to Diversified Drilling Corporation in October of 2000 as a part of their extensive expansion effort.

1988 to May 1992
Southwest Water Wells, Inc., Fort Myers, Florida.

(A subsidiary company of Youngquist Brothers, Inc.)
Southwest Water Wells was a full service well drilling company that installed residential and commercial wells, water treatment equipment, and irrigation systems. Initially employed in sales, but that position was expanded to include all aspects of management: crew supervision, job superintendent, estimating, accounting, purchasing, job costing, and payroll. I worked on and supervised large diameter wells, agricultural wells, residential wells, deep injection wells, reverse osmosis water treatment, public water supply wells and treatment systems, and irrigation projects.

1986 to 1988

Dale Carnegie
Area Representative for sales and personnel training
The position involved sale of the various courses offered by Dale Carnegie and presenting the material to various employee groups.

Spring 1979 to Fall 1986

Owned, operated and managed the family water well drilling business in eastern North Dakota until selling the business in June of 1986. I worked with my father in the business from an early age and took over the business when my father retired. I was involved initial customer contact, bidding, drilling of wells, sale of wells, pumps, and related accessories for domestic, farm, and commercial water systems. Extensive experience in the installation of screen wells, well development and testing. During the same period of time, I operated and managed the family farm of 640 acres.

Education:

North Dakota State University - 1979
Bachelor of Science Degree In Agronomy

MICHAEL BLACK
VP OF DRILLING OPERATIONS
FLORIDA DESIGN DRILLING LLC
(561) 371-9241 MOBILE
MIKE@FLDRILLING.COM

Twenty-three years of experience in the field of hydrogeologic consulting and water well contractor services. The majority of experience is involved with management of deep injection well and water supply well construction and testing.

Mr. Black has performed design, permitting and project management for drilling and testing of numerous deep injection wells (DIW), Aquifer Storage and Recovery wells (ASR), Floridan aquifer water supply wells and Surficial and Biscayne aquifer water supply wells. Also performed design and management of rehabilitation efforts for all wells listed above.

Well construction management experience:

- Bid Estimating
- Fleet/Project Logistics
- Project management during new well construction and existing well rehabilitation
- Preparation of design documents and specifications
- Permitting
- Ensuring compliance with contract specifications and regulatory agencies
- Communication with client, contractor and regulatory agencies
- Record keeping
- Prepare for and lead construction progress meetings
- Interim and Final Reports
- Budget Tracking

Specific field experience includes:

- Interpretation and description of lithologic samples
- Interpretation of geophysical logging data
- Detailed core sample description
- Packer testing and analysis
- Casing setting depth selection
- Radioactive tracer survey (RTS) analysis
- Water sampling
- Injection testing
- Aquifer performance testing (APT)
- Steel, fiberglass and PVC casing installation
- Casing pressure testing
- Casing cementing

FLORIDA DRILLING

DEEP INJECTION WELL CLIENTS AND PROJECT EXPERIENCE

Deep Injection Well Clients

- Florida Power and Light – Turkey Point Injection Wells DIW-2 and DIW-3
- TECO Big Bend – IW-1 and IW-2
- North Springs Improvement District IW-1
- City of St. Pete – IW-5 (UIC Permitted Class I DIW)
- City of St. Pete – IW-6 and MW-B-11 (UIC Permitted Class I DIW)
- City of Hollywood WTP – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1
- Charlotte County Utilities – Deep Injection Well IW-2
- Florida Power and Light – West County Energy Center Deep Exploratory Well EW-1
- City of Key West – Deep Injection Well IW-2
- Martin County Utilities – Tropical Farms Deep Injection Well System
- Algenol Biofuels DIW – Algenol Biofuels

Other Injection Well Experience

- PBC East Central Regional – 7 DIW MIT's
- Immokalee Water and Sewer District – Deep Injection Well Mechanical Integrity Testing
- Martin County Utilities – Deep Injection Well Mechanical Integrity Testing
- City of Key West – Deep Injection Well Mechanical Integrity Testing
- Beeline Community Development District – Deep Injection Well Mechanical Integrity Testing
- Seacoast Utility Authority – Deep Injection Well Mechanical Integrity Testing
- City of Belle Glade – Deep Injection Well Mechanical Integrity Testing and Monitor Well Rehabilitation
- Charlotte County Utilities – Deep Injection Well Mechanical Integrity Testing and Injection Testing

Water Supply Well and General Construction Experience

- Northwest Florida Water Management District – Floridan Aquifer Minimum Flows and Levels Study, Ft. Walton/Destin, FL
- City of Sunrise – Springtree WTP Production Well Rehabilitation Project
- City of North Miami Beach – Norwood WTP Production Well Rehabilitation and VOC Removal Project
- Charlotte County Utilities – Burnt Store W/WWTP Production Wells RO-15 and RO-16 and monitoring well cluster MW-1, MW-2 and MW-3
- City of Miramar – Production Well Construction Administration
- City of Hollywood – Production Well Construction Administration
- City of Hollywood – Production Well Construction Administration
- Everglades Club – Floridan Supply Well Construction Administration
- La Gorce Country Club – Floridan Supply Well Construction Administration
- Florida Department of Environmental Protection – Underground Storage Tank and Drycleaner Cleanup Programs

FLORIDA DRILLING

Education

BA Geology (2000) – Florida Atlantic University

Employment History

Florida Design Drilling Corporation 2016 – Present
Cardno, Inc. 2014 – 2016
AMPS, Inc. 2013 - 2014
Malcolm Pirnie, Inc. (Arcadis) 2007 to 2013
LBFH, Inc. (Boyle) 2003 to 2007
Blasland, Bouck and Lee, Inc. (Arcadis) 2002 to 2003
Gerhardt M. Witt & Associates, Inc 2001 to 2002
Foster Wheeler Environmental Corporation (Tetra Tech) 2000 to 2001

FLORIDA DRILLING

Brandon Holst
CELL: (561) 568-1231
BRANDON@FLDRILLING.COM

8 years of experience in the field of water well contractor services. The majority of experience is involved with management of deep injection well, ASR well, and water supply well construction and testing.

Mr. Holst has performed permitting and construction management for drilling and testing of numerous deep injection wells (DIW), Aquifer Storage and Recover (ASR wells), Floridan aquifer reverse-osmosis (RO) water supply wells and Surficial and Biscayne aquifer water supply wells. He has also performed management of rehabilitation efforts for deep injection wells, monitor wells, and numerous Floridan aquifer, Surficial aquifer, and Biscayne aquifer production wells.

General well construction management experience:

- Construction management during new well construction and existing well rehabilitation
- Permitting
- Ensuring compliance with contract specifications and regulatory agencies
- Communication with client, contractor, and regulatory agencies
- Record keeping
- Prepare for and lead construction progress meetings
- Interim and Final Reports
- Budget Tracking

CLIENTS AND PROJECT EXPERIENCE

Deep Injection Well Construction

Florida Power and Light (FPL) – Miami-Dade Clean Water Recovery Center Project Injection Wells DIW-2 and DIW-3

FPL Miami-Dade CWRC DIW-2 and DIW-3. Near Completion: The project includes construction management of two deep injection wells and an associated dual zone monitoring well at the FPL Turkey Point Nuclear Generating Station. Injection wells are constructed as dual-purpose Class I deep injection wells with 24-inch final steel casings and 18-inch diameter FRP liners with fluid filled annuli.

North Springs Improvement District (NSID) – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1

NSID Deep Injection Well system design build project Complete: The project includes design and construction management services during installation of the first deep injection well and associated dual-zone monitor well at the NSID WTP. IW-1 was constructed as a dual-purpose Class I deep injection well with a 16-inch diameter final steel casing and 10 ¾-inch diameter FRP liner with fluid filled annulus. Complete design-build team project.

Tampa Electric Company (TECO) – Big Bend Deep Injection Well IW-1, IW-2 and Dual-Zone Monitor Well DZMW-1 and DZMW-2

TECO Big Bend Flue Gas Disposal Deep Injection Well system, Complete: The project includes construction management of two deep injection wells and associated dual-zone monitor wells at the TECO Big Bend facility. Injection wells are constructed as a dual-purpose Class V deep injection well (to be converted to Class I DIW) with a 20-inch diameter final steel casing and 8 ¾-inch diameter FRP liner with cemented annulus.

South Florida Water Management District (SFWMD) LOWRP ASR – LOWRP ASR Test Wells C38N/C38S Project

SFWMD Lake Okeechobee Watershed Restoration Project (LOWRP) ASR wells. Complete: The project includes construction management of four ASR wells and associated dual-zone monitor wells at the C38N and C38S sites. ASR wells are constructed under FDEP UIC permits with 24-inch diameter Final FRP casings.

Water Supply Well and General Construction Experience

Miami Dade Floridan Aquifer Monitoring Wells FA-1 and FA-4

Miami Dade Water and Sewer Department North District Wastewater Treatment Plant. Complete: The initial intention of the project was to abandon the lower monitoring zones of two existing dual zone monitoring wells and drill two new lower floridan aquifer monitoring wells, However, the existing dual zone monitoring wells were determined to be unviable. The existing dual zone monitoring wells were abandoned and two new dual zone monitoring wells were constructed. Each well was constructed with 18-inch diameter steel UMZ casing and 7-inch diameter FRP LMZ casing.

Town of Jupiter Surficial Aquifer Well Replacement Program (Wells 6-11)

Town of Jupiter Water Treatment Plant. Complete: The project included the plugging and abandonment of six existing surficial aquifer wells and the construction and testing of four new surficial aquifer production wells with a 20-inch diameter final PVC casing.

Martin County Floridan Wells TFRO-6 and TFRO-7

Martin County Utilities Tropical Farms Water Treatment Plant. Complete: The project included the construction and testing of two new floridan aquifer production wells with a 12-inch diameter final PVC casing.

Palm Beach County Wellfield Improvements Phase I

Palm Beach County Water Utilities Department Water Treatment Plants 3 and 9. Complete: The project included the plugging and abandonment of three existing surficial aquifer production wells, the screen removal and replacement of seven existing surficial aquifer production wells, and the construction and testing of four new surficial aquifer production wells with a 16" 316SS screen and PVC riser casing.

Palm Beach County Wellfield Improvements Phase II

Palm Beach County Water Utilities Department Water Treatment Plants 2 and 8. Complete: The project includes the plugging and abandonment of five existing surficial aquifer production wells, the screen removal and replacement of four existing surficial aquifer production wells, and the construction and testing of five new surficial aquifer production wells with a 16" 316SS screen and PVC riser casing.

City of Vero Beach Replacement Wells

The City of Vero Beach. Near Completion: The project includes the plugging and abandonment of four existing surficial aquifer production wells, the screen removal and replacement of one existing surficial aquifer production well, and the construction and testing of four new surficial aquifer production wells with a 16" 316SS screen and PVC riser casing.

Education

BS Mechanical Engineering (2020) – Florida Atlantic University

Employment History

Florida Design Drilling LLC 2016 - Present

Noah D. Ringdahl
7733 Hooper Road
West Palm Beach, FL 33411
561-909-7295

Licenses:

Florida State Water Well Contractors License #11349

Experience:

September 2018 to Present
Florida Design Drilling Corporation
President and Stockholder Leading an first class organization of 75 employees
Project Management – Supervise and guide project management team
Supervise and Lead a team of 5 PM's
Estimating – Lead Estimating team
Supervise and Lead a team of 3 estimators
Drilling and Construction Technical Lead
Supervise and Lead a team of 4 Drilling and Construction Superintendants
Engineering Technical Lead
Supervise and Lead a team of 4 Engineers and Technicians

May 2008 to September 2018
Florida Design Drilling Corporation
Vice President and Stockholder
Project Management – Various size projects, oversight of all aspects
Estimating – Lead role in estimating large drilling projects and subsequent buyout
Engineering, Design, and Construction of Equipment
200,000lb class super portable electric drilling rig
Halliburton style 6 bbl/min cement unit
Various pump skids and associated process controls and instrumentation
Support equipment engineering and design
Equipment handling system design and implementation

March 2005 to June 2008
CH2M Hill Inc.
Process, Instrumentation, and Controls Engineer
Process Engineering Design of Water Plants
Simulation, design, and implementation of Process Controls
Luggage Point AWTP, Brisbane Australia
Gippsland Water Factory, Melbourne Australia
LVVWD, Las Vegas, Nevada
LADWP, Los Angeles, California
Bonita Springs Utilities, Bonita Springs, Florida
Toho Water Authority, Kissimmee, Florida
Seminole County Utilities, Sanford, Florida

February 2002 to June 2004
Self Employed – (During full time college studies)
High performance vehicle tuning, wire harness fabrication, and engine swaps

Properly management – successfully purchased and managed multibedroom residence to provide myself with free room during college years by renting rooms to other college students.

1996 to 2000

Well Water Systems Inc.

Project Assistant

Pump Testing
Well Rehabilitation
Systems troubleshooting and Programming

Education:

University of Central Florida - 2005
Bachelor of Science in Mechanical Engineering

1st place: College of Engineering Design Competition – Fall 2002
1st place: College of Engineering Design Competition – Spring 2003

BRUCE BALMER
FLORIDA DRILLING
(561) 315-2459 MOBILE
BRUCE@FLDRILLING.COM

Relevant Project Experience

Thirty-three years of experience as a water well drilling contractor. The majority of experience as lead drilling operations superintendent providing field management during construction and testing of numerous water supply wells and UIC permitted wells. Employed by Florida Design Drilling LLC since 2009.

General well construction management experience:

- Construction management during new well construction, existing well rehabilitation and well plug and abandonment
- Ensuring compliance with contract specifications and regulatory agencies
- Communication with client, engineer and regulatory agencies
- Record keeping
- Construction progress meetings

Specific field experience includes:

- Lithologic samples from drill cuttings
- Geophysical logging support
- Rock Core Drilling and Collection
- Packer testing and analysis to identify confining intervals, base of USDW, monitor zones, water quality and flow zones.
  - Numerous projects with Straddle and Off-Bottom packer testing between 1,000' – 3,000'
- Mechanical Integrity Testing (MIT)
- Injection testing
- Aquifer performance testing (APT)
- Steel, fiberglass and PVC casing installation
- Casing pressure testing
- Casing cementing

RELAVENT PROJECT EXPERIENCE (SUPERINTENDENT)

TECO (Tampa Electric Company – Bid Bend Facility) – IW-1 / IW-2 and associated Dual Zone Monitor Wells DZMW-1 / DZMW-2 (UIC Permitted Class V Exploratory DIW's) On-Going
Contact – Mike Weatherby, P.G. Hydrogeo Consulting ,LLC (813) 340-3887
Construction and testing of two UIC permitted Class V Exploratory DIW's and associated dual zone monitor wells
IW-1 and IW-2: Total Depth – 3,300', Final Casing 20" to 2,400'

North Springs Improvement District – IW-1 and DZMW-1 (UIC Permitted Class I DIW) On-Going
Contact – David McNabb, P.G. McNabb Hydrogeological (561) 891-0763

Construction and testing of one UIC permitted Class I DIW and associated dual zone monitor well
IW-1: Total Depth – 3,501', Final Casing 16" to 3,065'

City of St. Pete – IW-5 (UIC Permitted Class I DIW) Completed
Contact – Mark McNeal, P.G. ASRus (813) 264-9100
Construction and testing of one UIC permitted Class I DIW and associated monitor well
IW-5: Total Depth – 1,150', Final Casing 24" to 669'

City of St. Pete – IW-6 and MW-B-11 (UIC Permitted Class I DIW) Completed
Contact – Mark McNeal, P.G. ASRus (813) 264-9100
Construction and testing of one UIC permitted Class I DIW and associated monitor well
IW-6: Total Depth – 1,154', Final Casing 24" to 700'
MW-B-11: Total Depth - 410' / 6" diameter to 350'

City of St. Cloud – ASR-1 and Monitor Wells SZMW-1 and SMW-1 (UIC Permitted) Completed
Contact – Bartt Booz (813) 258-0703
Construction and testing of one UIC permitted ASR well and two associated monitor wells
ASR-1: Total Depth – 3,060', Final Casing 12" to 1,650'
SZMW-1: Total Depth - 1,120' / 12" diameter
SMW-1: Total Depth – 1,650' / 6" diameter

Seacoast Utility Authority – DZMW (UIC Permitted) Completed
Contact – Brandon Selle / Brent Weidenhamer (561) 628-6175
Construction and testing of one UIC permitted dual-zone deep injection well monitor well
DZMW: Total Depth – 1,950' / 5" diameter

Martin County Utilities – DZMW (UIC Permitted) Completed
Contact – Curtis Robinson (561) 575-2005
Construction and testing of one UIC permitted dual-zone deep injection well monitor well
DZMW: Total Depth – 2,170' / 5" diameter

Polk County Utilities – Polk County Central Production Wells TPW-1 and TPW-2
Contact – Mario Chavez (863) 298-4167
Construction and testing of one dual-zone deep production well (TPW-1) and one single zone production well (TPW-2)
TPW-1: Total Depth – 3,120' (Back plugged to 2,500' TD / 24" Casing to 1,250' / 12" Casing to 2,100'

Kenneth Wesley Lawson Jr.
221 McDonald Cutoff
Malvern, AR. 72104
501-304-0239 (Cell)
wes.lawson12@gmail.com

DRILLING CONSULTANT/WELLSITE SUPERVISOR

Specializing in vertical, directional and horizontal drilling

Quality motivated professional with 20+ years of experience in the oil and gas, and water well drilling industry; 10+ years at the Rig Manager and Driller positions. Results oriented with proven record of accomplishments and consistent contributions that increase production and profit driven operations. Proactive leader; expertise to troubleshoot, initiate change, and implement re-engineering/quality improvement processes. While maintaining a safe, positive and productive work environment.

AREAS OF EXPERTISE:

* Onsite Drilling Operations
* Preventive Maintenance
* Production Planning and Scheduling
* Resource Allocation & Administration
* Client Relationship Management
* Team Building & Leadership
* Quality Control Management
* Project Management
* Safety, Reg. Comp.

KEY ACHIEVEMENTS:

*Ensured integrity of multi-million dollar oilfield equipment to avert downtime, maintain visual aspects of oilfield site to promote cleanliness and enhance crew safety.
*Developed extensive list of industry contacts; maintained an excellent reputation through exceptional interpersonal skills, hard work, and word of mouth.
*Promoted through a series of increasingly responsible positions.

OPERATORS

Pennsylvania General Energy
Drill Horizontal wells in Utica Shale formation, Pennsylvania.
XTO Energy
Drill Horizontal wells in Marcellus Shale formation, West Virginia.
Gulfport Energy
Drill Horizontal wells in Utica Shale formation, Ohio.
Ascent Resources
Drill Horizontal wells in Utica Shale formation, Ohio.
Chesapeake Energy
Drill Horizontal wells in Fayetteville, Marcellus, Utica Shale formations, Arkansas, Ohio, Pennsylvania, and West Virginia.

Project Experience References

FPL Miami-Dade Clean Water Recovery Center Project Injection Wells DIW-2 and DIW-3

Owner: FPL **Consultant:** McNabb Hydrogeologic
Contact: David McNabb **Phone:** 561.891.0763
Description: Construction and testing of two 24" diameter UIC Class I deep injection wells (DIW-2 and DIW-3) to a total depth of 3,500' and one dual-zone monitoring well (DZMW-2). Project includes coring, logging, packer
Completed: On Going
Amount: Private

Tampa Electric Company (TECO) Deep Injection Wells

Owner: TECO **Consultant:** ASRus
Contact: Mark McNeal **Phone:** 561.891.0763
Description: Construction and testing of two 20" diameter UIC Class I deep injection wells (IW-1 and IW-2) to a total depth of 3,300' and two dual-zone monitor wells (DZMW-1 and DZMW-2). Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality testing.

Completed: June-23
Amount: Private

North Springs Improvement District Deep Injection Well

Owner: NSID **Consultant:** McNabb Hydrogeologic
Contact: David McNabb **Phone:** 561.891.0763
Description: Construction and testing of one 16" diameter UIC Class I deep injection well to a total depth of 3,500' and one DZMW-1 deep injection well monitor well. Project includes coring, logging, packer testing, pressure testing, injectivity testing, wellheads, piping and water quality testing.

Completed: June-23
Amount: $6.5M

St. Pete SWWRF IW-5

Owner: City of St. Pete **Consultant:** ASRUS
Contact: Michael Ryle **Phone:** 727.893.7400
Description: Construction and testing of one 24" diameter Class I deep injection well (IW-5) . IW-5 = 24" x 0.50" steel anticipated casing set to 750' with nominal 24" open hole to 1,150'. Project includes coring, logging, packer testing, pressure testing, RTS, wellhead and water quality testing.

Completed: June-18
Amount: $ 1,860,025

St. Pete SWWRF IW-6 / MW-B-11

Owner: City of St. Pete **Engineer:** ASRUS
Contact: Michael Ryle **Phone:** 727.893.7400
Description: Construction and testing of one 24" diameter deep Class I deep injection well (IW-6) and one 6" diameter deep injection well monitoring well (MW-B-11). IW-6 = 24" x 0.50" steel casing set to 700' with nominal 24" open hole to 1,150'. MW-B-11 6" casing set to 350' with open hole monitoring zone to 400'. Project included coring, logging, packer testing, pressure testing, RTS, wellheads and water quality testing.

Completed: September-17
Amount: $ 2,618,550

Project Experience References

Florida Power & Light - Turkey Point DIW System

Owner: FPL **Engineer:** McNabb Hydrogeologic
Contact: David Xavier **Phone:** 772.631.6686
Description: Construction and testing of two 26"/18" FRP Tubing - Fluid Filled Annulus UIC Class I deep injection wells (IW-2 and IW-3) to a total depth of 3,000'-3,500' and two dual-zone monitor wells (DZMW-1 and DZMW-2). Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: On-Going
Amount: Private

SFWMD LOWRP ASR Test Wells C-38N

Owner: SFWMD **Engineer:** Stantec
Contact: Caroline Smith **Phone:** 561.310.6859
Description: Construction and testing of two 26" diameter UIC Class V ASR wells, and two dual-zone monitor wells. Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Complete
Amount: $7,996,750.00

SFWMD LOWRP ASR Test Wells C-38S

Owner: SFWMD **Engineer:** Stantec
Contact: Caroline Smith **Phone:** 561.310.6859
Description: Construction and testing of two 26" diameter UIC Class V ASR wells, a single zone deep monitor well and a dual-zone monitor wells. Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Complete
Amount: $ 7,086,300.00

Tampa Electric Company (TECO) Deep Injection Wells

Owner: TECO **Engineer:** ASRus
Contact: Mark McNeal **Phone:** 561.891.0763
Description: Construction and testing of two 20" diameter UIC Class I deep injection wells (IW-1 and IW-2) to a total depth of 3,300' and two dual-zone monitor wells (DZMW-1 and DZMW-2). Project includes coring, logging, packer testing, pressure testing, injectivity testing and water quality.

Completed: Complete
Amount: Private

North Springs Improvement District Deep Injection Well

Owner: NSID **Engineer:** McNabb Hydrogeologic
Contact: David McNabb **Phone:** 561.891.0763
Description: Construction and testing of one 16" diameter UIC Class I deep injection well to a total depth of 3,500' and one DZMW-1 deep injection well monitor well. Project includes coring, logging, packer testing, pressure testing, injectivity testing, wellheads, piping and water quality.

Completed: July-05
Amount: $6.5M

Bee Ridge WWTP Aquifer Recharge Wells

Owner: Sarasota County **Engineer:** Atkins/Jacobs
Contact: Tom Farkas **Phone:** 813.335.3247
Description: Construction and testing of two 24" diameter aquifer recharge wells RW-1 and RW-2 with total depths down to 1,350' (completed / 1,700' pending second well finish depth), one 6" RZMW-2 to 1,350' and one 6" UZMW-1 to 650'. Project includes coring, logging, packer testing, pressure testing, APT's, wellheads, piping and water quality.

Completed: July-05
Amount: $8.6M

Polk Regional Water Cooperative (PRWC) Polk SE and Polk West Wellfields Floridan Aquifer Wells

Owner: PRWC **Engineer:** WSP
Contact: Scott Manahan **Phone:** 239.223.9656

Description: Construction and testing of two 12" diameter test production wells total drilled depths to 3,000', one 4.5" LFA well to 2,000' and one DZMW to 2,400'. Project included coring, logging, packer testing, pressure testing, APT'sand water quality.

Completed: October-19
Amount: $4.8M

SFWMD CFWI C-30

Owner: SFWMD **Engineer:** SFWMD
Contact: Martha Fox **Phone:** 561.682.2575
Description: Construction and testing of one 14" x 4" diameter deep dual zone monitor well (OSF-111) to 2,500' and one single zone shallow monitor well (OSS-111) to 60'. Project includes coring, logging, packer testing, pressure testing, APT's, wellhead and water quality.

Completed: November-18
Amount: $ 1,274,747

St. Pete SWWRF IW-5

Owner: City of St. Pete **Engineer:** ASRUS
Contact: Michael Ryle **Phone:** 727.893.7400
Description: Construction and testing of one 24" diameter Class I deep injection well (IW-5) . IW-5 = 24" x 0.50" steel anticipated casing set to 750' with nominal 24" open hole to 1,150'. Project includes coring, logging, packer testing, pressure testing, RTS, wellhead and water quality.

Completed: June-18
Amount: $ 1,860,025

Seacoast Utility Authority F-6

Owner: SUA **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Construction and testing of one 14" diameter Floridan aquifer RO supply well (F-6) . F-6 = 14" diameter Certa-Lok PVC Final casing anticipated casing set to 1,250' with nominal 20" open hole to 1,600'. Project included, logging, packer testing, pressure testing, capacity testing, well acidization and water quality.

Completed: November-18
Amount: $ 848,484

PBCWUD Water Treatment Plant 3 Surficial Wellfield Rehabilitation

Owner: Palm Beach County WUD **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to reconstruct and rehabilitate Surficial aquifer production wells. Work includes existing well screen removal, reconditioning boreholes, screen and grave installation, riser casing installation, jetting, air and pump development, acidization, capacity testing and wellhead and related surface facility restoration.

Completed: January-19
Amount: $ 1,396,875

PBCWUD Water Treatment Plant 3 and 9 Wells Rehabilitation

Owner: Palm Beach County WUD **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to reconstruct and rehabilitate Surficial aquifer production wells. Work includes existing well screen removal, reconditioning boreholes, screen and grave installation, riser casing installation, jetting, air and pump development, acidization, capacity testing and wellhead and related surface facility restoration.

Completed: On-Going **On time?** Yes
Amount: $ 1,937,764 **Change Orders:** $ 47,764 Owner Requested

St. Pete SWWRF IW-6 / MW-B-11

Owner: City of St. Pete **Engineer:** ASRUS
Contact: Michael Ryle **Phone:** 727.893.7400
Description: Construction and testing of one 24" diameter deep Class I deep injection well (IW-6) and one 6" diameter deep injection well monitoring well (MW-B-11). IW-6 = 24" x 0.60" steel casing set to 700' with nominal 24" open hole to 1,150'. MW-B-11 6" casing set to 350' with open hole monitoring zone to 400'. Project

included coring, logging, packer testing, pressure testing, RTS, wellheads and water quality.

Completed: September-17
Amount: $ 2,618,550

Village of Wellington Well Rehabilitation

Owner: Village of Wellington **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: On-going various well rehabilitation and improvements for numerous wells throughout the Village's wellfield. Includes well chlorination, acidization, video, casing brushing, pump/motor retrieval, high pressure jetting, redevelopment, all testing.

Completed: On Going
Amount: On-Going

Seacoast Utility Authority Well Rehabilitation

Owner: Seacoast Utility Authority **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: On-going various well rehabilitation for wells throughout the SUA wellfield. Includes well chlorination, acidization, video, casing brushing, high pressure jetting, redevelopment, all testing.

Completed: On Going
Amount: On-Going

Broward County Well Rehabilitation

Owner: Broward County **Engineer:** NA
Contact: Carlos Garcia / Susan Bodeman **Phone:** 954-831-0760
Description: Well rehabilitation and improvements County wide. Includes well chlorination, acidization, video, casing brushing, pump/motor retrieval, redevlopment, all testing

Completed: On Going **On time?** Yes
Amount: $ 542,000 **Change Orders:** $ -

FPL UIC Deep Injection Well - Biscayne Wells and Wellhead completion

Owner: Florida Power and Light **Engineer:** Enercon
Contact: Raul Febre **Phone:** 305-246-6000
Description: Construction, testing, and operation of 4 new Biscayne Recovery wells, pumps, piping, electrical, controls, I&C, Telemetry, and all appurtenances to connect to existing Injection Well.

Completed: December-16
Amount: $ 3,024,500

Replacement of the PGA WWTP Deep Injection Monitor Well System

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Construction of a new 2,220' deep 4-1/2" FRP Class I deep injection well dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: December-16
Amount: $ 949,494

Water Treatment Plant 11 Floridan Aquifer Wells Rehabilitation

Owner: Palm Beach County WUD **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and

services necessary to rehabilitate Floridan aquifer production wells. Work includes dislodging debris obstructions from two (2) production wells, fishing of debris from one (1) well, completing geophysical logging on three (3) wells, performing an acid treatment on six (6) wells and partial back plugging of five (5) production wells.

Completed: December-16
Amount: $ 444,444

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud **Engineer:** Jones, Edmunds & Associates
Contact: Bartt Booz **Phone:** 813-258-0703
Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed for reclaimed water storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from ASR-1. Four 2-inch diameter Pad Monitoring Wells (PMW) around the temporary drilling pads for ASR-1 and SZMW-1, PMW-1 through PMW-8 (TD approximately 40 feet). Two additional PMWs will be constructed around SMW-1 prior to drilling that well. Surface facilities including samples pumps, ASR injection pump, piping, concrete, electrical, and control systems.

Completed: On Going
Amount: $ 2,535,550

Rehabilitation/Treatment of Florida Aquifer Production Well F-12

Owner: City of Port Saint Lucie **Engineer:** KLJ
Contact: Pierre Vignier **Phone:** 772-528-2153
Description: Plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump,

column piping, and associated valves and electrical connections for the well and perform all work outlined

Completed: August-15
Amount: $ 111,021

South Seas Shallow Injection Well and Monitoring Well

Owner: FGUA **Engineer:** Wade Trim
Contact: Oscar Duarte **Phone:** 321-728-3389
Description: Installation of one 8-inch diameter Class V injection well and well head, IW-1 (Total Depth [TD] approximately 100 feet). The well will be completed with a final steel casing cemented to land surface and is designed for reclaimed wastewater disposal. Installation of one 4-inch diameter monitoring well, MW-1 (TD approximately 19 feet). The well will be completed with a final PVC casing cemented to land surface and will be located not more than 50 feet from IW-1. Testing of the injection well to the satisfaction of the OWNER and/or OWNER's REPRESENTATIVE.

Completed: October-15
Amount: $ 189,080

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weldenhamer **Phone:** 561-575-2005
Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.

Completed: October-15
Amount: $ 949,949

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275
Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping, road

Completed: October-15
Amount: $ 1,456,680

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005
Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: March-15
Amount: $ 949,494

Dual Zone Monitor Well DZMW-2 Abandonment

Owner: City of West Palm Beach **Engineer:** Mathews Consulting, Inc.
Contact: Jason Pugsley **Phone:** 561-655-6175
Description: The UMZ and LMZ of DZMW-2 were be abandoned from the total depth of 1,450-feet below pad level (BPL) up to pad level using neat cement grout in stages.

Completed: Februrary 2015 **On time?** Yes
Amount: $ 29,100 **Change Orders:** $ (100)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,290' deep 4-1/2" FRP Class I deep injection well single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15
Amount: $ 594,949

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth **Engineer:** Mock Roos
Contact: John Leemon **Phone:** 561-683-3113
Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump & motor.

Completed: January-15
Amount: $ 494,949

Water Treatment Plant 2, 3, and 8 New Production Wells

Owner: Palm Beach County **Engineer:** MWH
Contact: Neil Johnson **Phone:** 561-650-0070
Description: Construction of eight (8) 150' surficial production wells, steel & PVC casing, screens, development, testing, disinfection.

Completed: December-15
Amount: $ 1,080,535

Plugging and Abandonment of ASR-1, ASR MW-1, and Pad Monitoring Wells

Owner: Broward County **Engineer:** Atkins North America
Contact: Kevin Dorsey **Phone:** 813-281-8374
Description: Geophysical logging and abandonment of existing ASR well and ASR monitor well.

Completed: February-14
Amount: $ 93,240

Water Supply Wells 28W, 31W, & 33W

Owner: City of Boca Raton **Engineer:** CDM Smith
Contact: Suzanne Mechler **Phone:** 561-273-8868
Description: Construction of three (3) new 350' surficial production wells, steel & FRP casing, screens, development, testing, disinfection.

Completed: March-13
Amount: $ 671,500

Production Well Testing and Rehabilitation

Owner: City of Port Saint Lucie **Engineer:** Ardaman & Associates
Contact: Douglas Dufresne **Phone:** 407-855-3860
Description: Backplugging and acidization of two (2) 1,600' Floridan aquifer production wells

Completed: October-13
Amount: $ 380,000

District 1 WTP Expansion Floridan Test Well Construction

Owner: Broward County **Engineer:** MWH
Contact: Neil Johnson **Phone:** 561-650-0070

Description: Construction of two (2) new 1,800' Floridan aquifer PWS production wells, packer testing, development, pump testing, acidization, disinfection, concrete slabs, fencing.

Completed: August-14
Amount: $ 2,681,000

Floridan Aquifer Well #7

Owner: Ocean Reef Club **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175
Description: Construction of one (1) new 1,250' Florida aquifer PWS production well, steel & PVC casing, development, pump testing, acidization, disinfection.

Completed: September-13
Amount: $ 778,000

Sawgrass Floridan Well Construction and APT

Owner: City of Sunrise **Engineer:** MWH
Contact: Susan Bodmann **Phone:** 954-851-1507
Description: Construction of two (2) new 1,760' Florida aquifer PWS production wells, steel & PVC casing, packer testing, development, pump testing, acidization, disinfection.

Completed: January-13
Amount: $ 2,300,000

Design Build Water and Wastewater System Expansion

Owner: Town of Davie **Engineer:** AECOM
Contact: Michael Bennett **Phone:** 561-684-3375
Description: Construction of four (4) new 1,350' Florida aquifer PWS production wells, steel & FRP casing, packer testing, development, pump testing, disinfection.

Completed: January-13
Amount: $ 2,300,000

West Wellfield Water Supply Expansion

Owner: Town of Deerfield Beach **Engineer:** CDM
Contact: Stew Magenheimer **Phone:** 954-776-1731
Description: Development and testing of three (3) wells. Original contractor did not complete work. We completed the remaining work on the contract after the original contractor walked off the job.

Completed: May-11
Amount: $ 313,867

Well Repair

Owner: LaGorce Country Club **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Pump test, Geophysical log, evaluate current well and backplug well to improve water quality. Redevelop and test well. Project goals were achieved and well in usable after several years of inactivity.

Completed: December-10
Amount: $ 104,000

Southeast Monitor Wells

Owner: Orlando Utilities Commission **Engineer:** Arcadis US

Contact: David Smith **Phone:** 561-697-7053
Description: Construction of one (1) 300' upper Floridan monitor well and one (1) 2,500' dual zone Floridan monitor well, steel & FRP casing, packer testing, core sampling.

Completed: January-11
Amount: $ 492,228

AWS Wellfield Exploratory Test Wells

Owner: Toho Water Authority **Engineer:** Tetra-Tech
Contact: Bruce Lafrenz **Phone:** 407-256-3496
Description: Construction of one (1) 2,600' test production well, one (1) 600' upper Floridan monitor well, one (1) 1,950' dual zone monitor well, and two (2) 1,700' lower Floridan monitor wells, steel & PVC casing, packer testing.

Completed: August-11
Amount: $ 2,416,280

OKF-105 Tri-Zone Monitor Well Completion

Owner: SFWMD **Engineer:** SFWMD
Contact: Simon Sunderland **Phone:** 561-682-2705
Description: Construction of one (1) 2,500' tri-zone monitor well, steel & FRP casing, core sampling, packer testing, casing pressure test.

Completed: July-09
Amount: $ 334,500

J. Robert Dean Water Treatment Plant

Owner: FKAA **Engineer:** CH2MHill
Contact: Mike Furdock **Phone:** 305-218-3583
Description: Construction of three (3) 1,350' Floridan aquifer PWS production wells, steel & PVC casing, acidization, development, testing, disinfection.

Completed: December-08 **On time?** Yes
Amount: $ 3,626,283 **Change Orders:** $ (498,880)

Construction of Production Wells F-1 & F-2

Owner: City of Miramar **Engineer:** Malcolm Pirnie
Contact: Mike Black **Phone:** 561-809-4533
Description: Construction of two (2) 1,350' Floridan aquifer PWS production wells, steel & FRP casing, acidization, development, testing, disinfection.

Completed: August-08
Amount: $ 2,498,500

Lift Station No. 309 Improvements

Owner: City of Boynton Beach **Engineer:** Mathews Consulting
Contact: Jose Huertas **Phone:** 561-742-6487
Description: The project consists of furnishing all labor, materials, equipment and all incidentals and appurtenances for the installation of: approximately 410 LF of 16-Inch DR-18 C-900 PVC and 2,460 LF of 18-Inch DR-11 HDPE (by directional drill) force main piping; replacement of existing jockey pump with a third duty, 91 Hp dry-pit submersible pump; conversion of existing Generator Building into new Electrical Building with new MCC with integral VFDs, new Control Panel and electrical appurtenances; installation of new diesel engine driven standby pump; various site/civil improvements; various process yard piping and pump station mechanical improvements; various structural and architectural improvements to the existing buildings; various electrical improvements including new electrical service feed, manual transfer switch, 75 KVA transformer, lighting panel and HVAC system. Work also includes clearing and grubbing, dewatering, bypass pumping, MOT plans, complying with permit conditions, testing and all restoration work for a complete and operating system.

Completed: On Going **On time?** Yes
Amount: $ 1,832,000 **Change Orders:** $ -

Reverse Osmosis Water Treatment Plant Acid Dilution System

Owner: City of Lake Worth **Engineer:** AECOM
Contact: Julie Parham **Phone:** 561-586-1798
Description: The proposed work consists of providing all labor, materials, equipment and incidentals required to construct as detailed in the contract documents. The work includes, but not necessarily limited to the following:
Removing some 20 inch stainless steel pipe, fabrication of 20 inch stainless steel pipe spool pieces and restoration of a masonry wall
Fabrication and installation of a new 20 inch in line stainless steel static mixer
Fabrication and installation of a Sulfuric acid dilution system
Installation of raw water booster pumps; piping, valves and appurtenances
Installation of Halar piping, valves, and appurtenances and
Bacteriological testing of raw water main.

Completed: On Going **On time?** Yes
Amount: $ 199,000 **Change Orders:** $ -

Construction of Glades WWTD Bio Solids Cake System

Owner: City of Port Saint Lucie **Engineer:** City of Port Saint Lucie
Contact: Rich Schoenborn **Phone:** 772-873-6485
Description: The project work consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered biosolids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, awnings, supports, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panel, modifications to the Glades SCADA and process/instrumentation control system, testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is both locally and remotely monitored and controllable by the CITY and works with the existing centrifuge system.

Completed: On Going **On time?** Yes
Amount: $ 519,000 **Change Orders:** $ -

Floridan Well F-5 Wellhead and Raw Water Main

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: The Project entails the construction of a stainless steel wellhead on an existing well with pump, motor, controls, piping, valves and fittings, concrete work, fencing, and electrical work and a 16-inch PVC and HDPE raw water main from the new wellhead to the Hood Road Administration Complex through 2 phases of construction. Phase 1 shall consist of the construction, testing and the restoration activities of the raw water main and a 2-inch fiber-optic conduit installed via open-cut and horizontally directional drilling methods through The Isles from the SUA Administration Complex to the EPB-3C Canal. Phase 2 shall consist of the construction, testing, and restoration activities of a raw water main and 2-inch fiberoptic conduit along the EPB 3C Canal to the location of Floridan Well F-5 and the installation of the new wellhead including all piping, electrical, instrumentation, mechanical, structural, civil, and restoration work required for a fully functioning system.

Completed: On Going **On time?** Yes

Amount: $ 893,000 **Change Orders:** $ -

Reconstruction of Surficial Aquifer Wells Nos. HR-7, HR-12 and HR-13

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.
Completed: On Going **On time?** Yes
Amount: $ 1,486,122 **Change Orders:** $ -

Sodium Hypochlorite Storage and Feed Systems Replacing the Existing Gas Chlorine Systems

Owner: City of West Palm Beach **Engineer:** Kimley-Horn & Associates
Contact: Edna Bonelli **Phone:** 561-494-1157
Description: 1. A new sodium hypochlorite feed system to replace the existing gas chlorine feed system at the Ibis Water Re-pump Station as shown on the Drawings. A new aqueous ammonia feed system also will be installed at the Ibis site to replace the existing aqueous ammonia feed system. The new aqueous ammonia feed system will be installed in phases as the existing ammonia feed system is removed in order to provide continuous ammonia feed. The work at the Ibis site includes a new chemical injection and flow meter vault constructed over the existing storage tank influent pipe, chemical and sample piping, one sodium hypochlorite storage tank, two duplex metering pump skids for sodium hypochlorite and two duplex metering pump skids for aqueous ammonia, ammonia and sodium hypochlorite injectors, one static mixer, chlorine and ammonia residual analyzers, modifications to the existing pump station building, instrumentation, controls, and electrical construction. 2. The four typical sodium hypochlorite feed systems are designed to be installed inside new precast concrete shelters. The work at each site includes installation of new chemical injectors, chemical containment piping from each shelter to the chlorine injection points, one static mixer (Valley Forge only), water supply piping to each shelter, landscaping around each shelter, piping modifications, instrumentation, controls and electrical construction. Each shelter will provide a climate controlled location for the installation of one duplex metering pump skid, one chemical storage tank, chemical containment, safety shower, hose reel, exhaust fan, air conditioner, electrical, instrumentation and controls. The construction of the new typical sodium hypochlorite feed system at each site requires phasing and coordination with the Owner that allows the existing gas chlorine feed system to remain in operation while new system is constructed and tested, without interruption to the operation of the existing chlorine gas feed system, and followed by demolition of the existing gas chlorine feed systems.

Completed: On Going **On time?** Yes
Amount: $ 2,152,000 **Change Orders:** $ -

Lift Station 23 Rehabilitation

Owner: City of West Palm Beach **Engineer:** Kimley-Horn & Associates

Contact: Edna Bonelli **Phone:** 561-494-1157

Description: 1. Demolition as shown in the plans and technical specifications.

2. All labor, material and equipment necessary for structural improvements, including a 248 SF +/- expansion to the existing 428 SF lift station building with new foundation; stucco; painting; rolling overhead steel door; roofing; interior aluminum stairs & landing; exterior concrete stairs; aluminum handrails; bridge crane I-beams; flood gate; concrete & SS pipe supports; concrete restoration; and other miscellaneous structural improvements.

3. All labor, material and equipment necessary for mechanical improvements, complete, including all pipe, fittings, accessories, valves & actuators; AC system; crane & trolley; fire extinguishers; and other miscellaneous mechanical improvements.

4. All labor, material and equipment necessary for electrical and controls system, including FPL fees, primary installation, generator with enclosure, automatic transfer switch, panels, main disconnect switch, VFD drives, pump terminal box, level transmitter, pressure transmitter, float switches and other miscellaneous electrical improvements.

5. All labor, material and equipment necessary to accomplish the site work including the force main connection; generator pad and enclosure; wood fence and gates; dumpster enclosure; flowmeter; and other miscellaneous site improvements.

6. All labor, material and equipment necessary for existing wet well rehabilitation.

7. All labor material and equipment necessary to accomplish landscape improvements including planting materials, irrigation system and other miscellaneous landscape improvements.

Completed: On Going **On time?** Yes

Amount: $ 1,595,000 **Change Orders:** $ -

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud **Engineer:** Jones, Edmunds & Associates

Contact: Bartt Booz **Phone:** 813-258-0703

Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed fo r reclaimed w a te r storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from A SR -1 . Four 2-inch diameter Pad Monitoring Wells (PMW) around the temporary drilling pads for ASR-1 and SZMW-1, PMW-1 through PMW-8 (TD approximately 40 feet). Two additional PMWs will be constructed around SMW-1 prior to drilling that well. Surface facilities including samples pumps, ASR injection pump, piping, concrete, electrical, and control systems.

Completed: On Going **On time?** Yes

Amount: $ 2,535,550 **Change Orders:** $ -

Reconstruction of Surficial Aquifer Wells Nos. HR-5, HR-6 and PBG-9

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers

Contact: Brandon Selle **Phone:** 561-627-2900

Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.

Completed: November-16 **On time?** Yes

Amount: $ 1,486,122 **Change Orders:** $ 10,324

Repump #1 Rehabilitation

Owner: Fort Pierce Utility Authority **Engineer:** Kimley Horn & Associates

Contact: Jason Lee **Phone:** 561-840-0256

Description: Demolish existing building structure, framing, steel building skin, mechanical equipment, pumps, underground fuel tank, generator, and electrical gear. Construct new concrete block structure

(CBS), footings, slabs, beams, including doors, louvers, roof, interior walls, HVAC, lighting, and electrical. Install 2 new 125 hp high service pumps including the piping, fittings, valves and appurtenances necessary to make a complete working system. Furnish and install two variable frequency drives (VFD's) for the new HSP's. Replace the existing influent altitude valve with a control valve, including fittings, valves, piping, and hardware. Furnish and install a new standby generator, bulk fuel storage tank, and fuel day tank to provide auxiliary power for the facility. Replace and install a new motor control center (MCC), new electrical service, a new lighting panel, a new automatic transfer switch, new conduits and conductors from the existing FP&L transformer to the new MCC, including all conduits and conductors and appurtenances to make a complete working system. Upgrade the existing PLC and controls, including instrumenation, control valves, and HMI. Installation of a new RTU to allow real-time communication with the water plant. Install a new HVAC system including ductwork and all necessary appurtenances to make a complete working system. Remove the existing pressure sustaining valve and supports and replace the existing influent and effluent venturi flow meters, including conduit, conductors and pipe supports to make a complete working system.

Completed: December-16 **On time?** Yes
Amount: $ 1,681,000 **Change Orders:** $ (67,442)

Troutman WTP Piping Replacement Phase 1

Owner: City of Palm Bay **Engineer:** Wade Trim
Contact: Clayton McCormack **Phone:** 321-728-3389
Description: Removal and replacement of various segments of large diameter steel process piping and fittings in the WTP. The size and approximate amount of piping to be replaced is as follows: ½" to 3" 95 LF Miscellaneous piping for injection/sampling ports, 12" 11 LF Schedule 40, Grade B Steel Pipe,
Completed: May-16 **On time?** Yes
Amount: $ 639,494 **Change Orders:** $ 66,215

ECRWRF Grit Collection Facility Improvements

Owner: City of West Palm Beach **Engineer:** Kimley Horn & Associates
Contact: Kevin Schanen **Phone:** 561-840-0820
Description: Concrete repairs and coatings to existing grit collection facility structure, furnish and install new doors, windows, louvers, and roll up doors, install new premanufacturer lift station and force main piping, including all electrical and lighting, apshalt and concrete paving.
Completed: May-16 **On time?** Yes
Amount: $ 369,690 **Change Orders:** $ 30,250

PBG Wellfield Raw Water Main Replacement

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Install 600 LF of new 8" DI raw water main. Tie into existing AC raw water main. Grout fill and abandon existing AC raw water main. Cannon flush, disinfect, clear new line. Restoration along canal bank.

Completed: October-15 **On time?** Yes
Amount: $ 78,870 **Change Orders:** $ (1,460)

Aerobic Digester Nos. 1 through 4 Air Piping Replacement

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Underground demolition, remove and replace up to 24" carbon steel above grade air piping, new concrete & metal supports, ductile iron yard piping for wastewater systems, field welding for new piping, new yard piping tie-ins requiring plant shutdowns, modifications to existing blower
Completed: October-15 **On time?** Yes
Amount: $ 598,989 **Change Orders:** $ 27,657

Water Treatment Plant No. 11 5 MG Ground Storage Tank

Owner: Palm Beach County **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175
Description: Construction of new 5 MG potable water ground storage tank, ductile iron piping up to 24", new 480V electrical service, electric motor operated valves, instrumentation & controls, fencing, and modifications to existing 3 MG ground storage tank.
Completed: December-15 **On time?** Yes
Amount: $ 2,494,949 **Change Orders:** $ (8,113)

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.
Completed: October-15 **On time?** Yes
Amount: $ 949,949 **Change Orders:** $ (45,052)

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275
Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping,
Completed: October-15 **On time?** Yes
Amount: $ 1,456,680 **Change Orders:** $ (57,982)

South County Water Treatment Facility Storage Tank Interconnect

Owner: Indian River County **Engineer:** MBV Engineering
Contact: Ryan Huff **Phone:** (772) 569-0035

Description: Furnish and install 212' LF of 12" ductile iron water main, 24x12 tapping sleeve and valve, flanged piping, flowmeter, V-port ball valve, electric actuators, including all electrical power and control wiring and PLC programming.

Completed: January-15 **On time?** Yes

Amount: $ 142,765 **Change Orders:** $ (6,702)

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers

Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances; electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: March-15 **On time?** Yes

Amount: $ 949,494 **Change Orders:** $ (29,550)

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth **Engineer:** Mock Roos

Contact: John Leemon **Phone:** 561-683-3113

Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump

Completed: January-15 **On time?** Yes

Amount: $ 494,949 **Change Orders:** $ (22,651)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers

Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,290' deep 4-1/2" FRP single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15 **On time?** Yes

Amount: $ 594,949 **Change Orders:** $ (18,598)

Project 1
Rehabilitation/Treatment of Florida Aquifer Production Well F-12

Owner: City of Port Saint Lucie — Engineer: KLJ
Contact: Plawa Vignier — Phone: 772-528-2153
Description: Plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump, column piping, and associated valves and electrical connections for the well and perform all work outlined in this Technical Specification. Multiple acidization treatments at various rates and strengths.

Completed: August-16 — On time? Yes
Amount: $ 111,021 — Change Orders:

Project 2
Polk County Central Production Wells

Owner: Polk County Utilities — Engineer: ASRUS
Contact: Mario Chavez — Phone: 863-286-4167
Description: Construction and testing of two water supply wells in the upper and lower Floridan aquifer (UFA / LFA) in Polk County: TPW-1 = Dual-zone production well with drilling exploration to 3,500' including corse, logging, packer testing and water quality; 30" diameter UFA steel casing to 800', 24" diameter Casing set >1,000', nominal 24" diameter reamed hole >2,000' with 12" diameter FRP set to 2,100', TPW-2 = Single zone 16" diameter production well diameter 850'. Acidization of Lower Zone.

Completed: June-17 — On time? Yes
Amount: $ 2,662,507 — Change Orders: $ 244,550

Project 3
Water Treatment Plant 11 Floridan Aquifer Wells Rehabilitation

Owner: Palm Beach County WUD — Engineer: JLA Geosciences
Contact: Jim Andersen — Phone: 561-746-0228
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to rehabilitate Floridan aquifer production wells. Work includes dislodging debris obstructions from two (2) production wells, fishing of debris from one (1) well, completing geophysical logging on three (3) wells, performing an acid treatment on six (6) wells and partial back plugging of five (5) production wells.

Completed: December-16 — On time? Yes
Amount: $ 444,444 — Change Orders: $ 186,431

Project 4
District 1 WTP Expansion Floridan Test Well Construction

Owner: Broward County — Engineer: MWH
Contact: Neil Johnson — Phone: 561-650-0070
Description: Construction of two (2) new 1,800' Floridan aquifer PWS production wells, packer testing, development, pump testing, acidization, disinfection, concrete slabs, fencing.

Completed: August-14 — On time? Yes
Amount: $ 2,681,000 — Change Orders: $ -

Project 5
Floridan Aquifer Well #7

Owner: Ocean Reef Club — Engineer: Mathews Consulting
Contact: Rene Mathews — Phone: 561-655-6175
Description: Construction of one (1) new 1,250' Florida aquifer PWS production well, steel & PVC casing, development, pump testing, acidization, disinfection.

Completed: September-13 — On time? Yes
Amount: $ 778,000 — Change Orders: $ (20,000)

Project 6
Design-build Water and Wastewater System Expansion

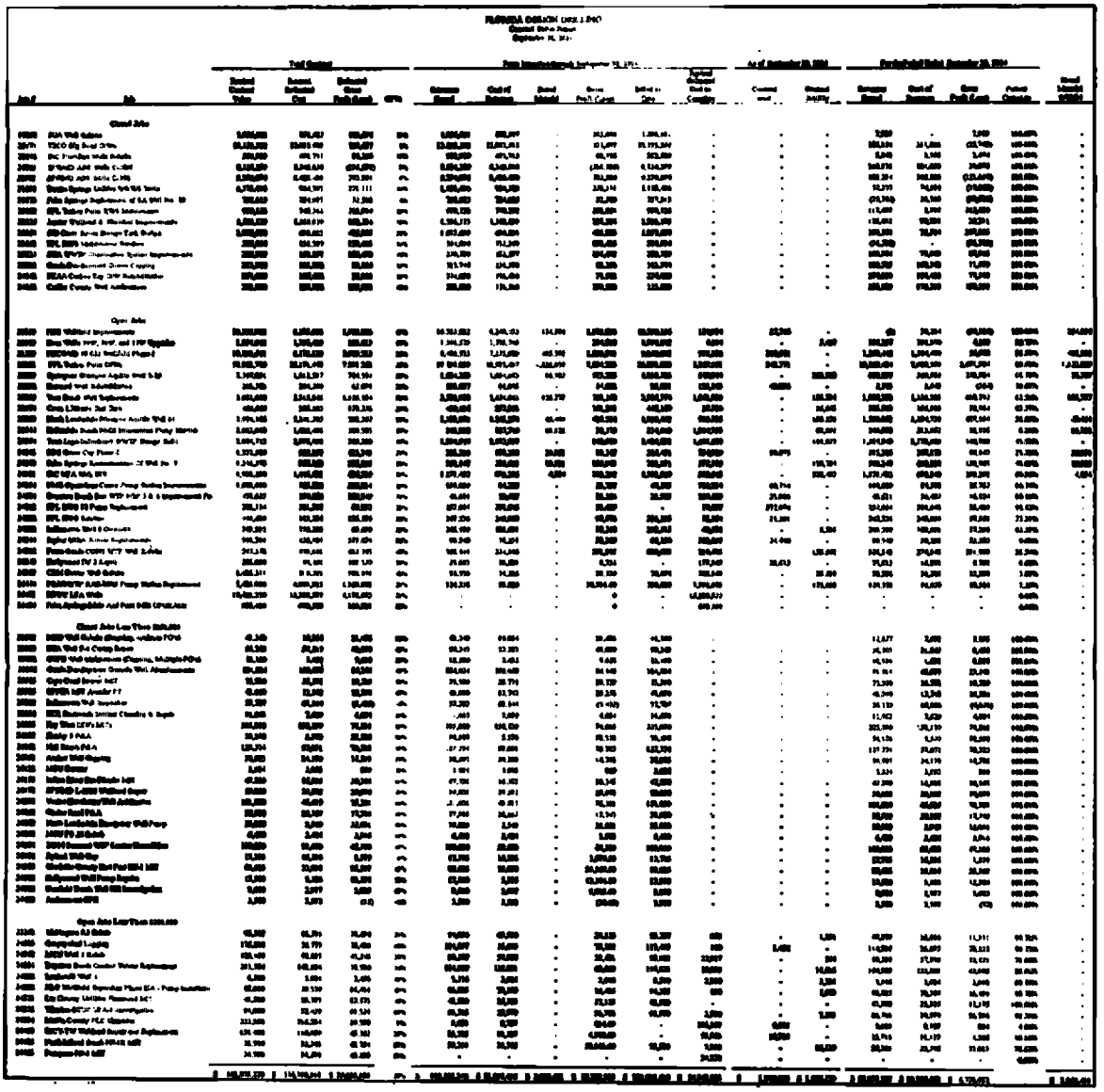
Owner: Town of Davie — Engineer: AECOM
Contact: Michael Bennett — Phone: 561-684-3375
Description: Construction of four (4) new 1,350' Florida aquifer PWS production wells, steel & FRP casing, packer testing, development, pump testing, disinfection.

Completed: January-13 — On time? Yes
Amount: $ 2,300,000 — Change Orders: $ (200,000)

Project 7
Sawgrass Floridan Well Construction and ATF

Owner: City of Sunrise — Engineer: MWH
Contact: Susan Bodmann — Phone: 954-851-3507
Description: Construction of two (2) new 1,750' Florida aquifer PWS production wells, steel & PVC casing, packer testing, development, pump testing, acidization, disinfection.

Completed: January-13 — On time? Yes
Amount: $ 2,300,000 — Change Orders: $ (350,000)



FLORIDA DESIGN DRILLING CORPORATON AND AFFILIATE
Schedule of Contracts Completed
For the year ended December 31, 2021
(Read Accountant's Review Report)

		Contract Totals			Before January 1, 2021			For the year ended December 31, 2021		
	Construction Project	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
6748	PBC WTP 389 16-017	$ 6,840,186	$ 4,681,444	$ 1,558,742	$ 6,016,104	$ 4,459,216	$ 1,556,888	$ 24,082	$ 22,728	$ 1,854
18193	Seacoast 2018 Wells	2,741,361	2,298,349	443,012	2,902,007	1,945,628	456,379	339,354	352,721	(13,367)
19101	Miami NDWWTP PA-1LR/BA-4LR	2,441,858	2,541,308	(99,450)	2,540,542	2,351,465	189,057	(98,692)	189,823	(288,515)
19362	NSID Well Rehabs Phase II	435,250	368,726	66,524	417,643	335,000	82,643	17,607	33,726	(16,119)
19412	FPL FW Acid Rehab and Testing	1,482,809	929,151	552,569	1,477,108	903,905	571,203	4,892	25,226	(18,334)
19432	Wellington Rehab and Maintenance Phase III	534,761	320,794	213,967	498,462	206,155	292,307	36,299	54,639	(18,340)
20024	TEUSCD WWTP Improvements Phase 2	812,811	604,088	208,723	680,815	516,798	164,047	131,996	87,320	44,676
20103	SMRUI W-15 & R-4	298,091	291,284	6,807	293,516	281,080	12,436	4,575	10,204	(5,629)
19192	Broward Well Rehabilitation	472,810	354,004	118,806	332,880	256,318	76,562	139,930	97,686	42,244
	Small & Miscellaneous Jobs Less Than $250,000	892,648	568,547	324,869	365,199	257,400	107,799	527,426	311,147	216,279
		$ 16,151,736	$ 12,797,675	$ 3,354,061	$ 15,024,267	$ 11,575,964	$ 3,449,312	$ 1,127,469	$ 1,182,720	$ (55,251)

FLORIDA DESIGN DRILLING CORPORATION AND AFFILIATE
Schedule of Contracts in Progress
For the year ended December 31, 2001
(Final Accountants Review Report)

		Total Contract			From Inception through December 31, 2001				As of December 31, 2001		For the year ended December 31, 2001			
	Completed Contracts	Revenues	Estimated Cost	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Billings to Date	Revised Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Percent Complete
10031	MS 19 D/W	$ 4,979,621	$ 4,662,095	$ 317,526	$ 3,953,593	$ 3,795,578	$ 158,127	$ 3,953,593	$ 208,619		$ 1,120	$ 1,000,000	$ 2,204,900	$ (204,900)	65.57%
19234	WTP #1 High Service Pump Station	3,060,228	2,879,973	180,255	2,759,175	2,620,473	139,702	2,559,427	4,500		6,252	300,000	300,000	151,206	97.83%
19369	ELSA Well Rehabs	811,971	625,218	186,753	644,000	570,000	152,000	750,227	116,179		105,000	250,000	300,000	33,791	81.42%
19284	Peele Dixie WTP Chemical Tank Replacement	1,015,121	932,759	182,362	900,966	803,970	97,995	1,004,681	48,969		85,285	100,000	100,000	(85,034)	94.73%
19405	Ibis Bridge Recharge Well #1, #2, and #3	2,673,256	2,215,330	458,126	2,564,751	2,113,600	451,152	2,483,358	434,178	482,006		1,250,000	1,000,000	(249,000)	91.83%
19421	Jupiter SAS Replacement Wells 9-11	1,319,899	826,514	277,385	1,211,063	934,000	277,063	1,000,000	200	41,000		200,000	250,000	(50,000)	99.99%
19436	Plantation Pine WTP Chemical Storage Facility	1,335,351	1,007,237	117,214	1,151,536	1,036,250	115,286	1,155,133	1,681		1,806	200,000	200,000	(1,000)	99.99%
20050	Tequesta Pines	2,000,257	2,024,190	(27,933)	2,032,201	2,000,201	127,000	2,733,201	725,000	127,006		1,000,000	2,000,000	(1,000,000)	99.99%
20124	Dublin County Chiller Pump	1,561,000	1,295,162	222,000	1,145,471	1,000,113	200,000	1,140,731	192,587		20,000	511,000	600,000	(70,000)	94.63%
20133	PBC Wellfield Improvements	10,011,272	8,147,167	2,264,000	5,330,000	4,167,000	1,165,000	6,200,000	2,000,000		1,000,000	3,170,000	4,000,000	(1,000,000)	71.42%
20144	Jupiter Flood to Well Rehabs	953,496	827,722	125,774	914,000	800,000	100,000	951,000	31,722	82,500		100,000	200,000	(100,000)	97.30%
19917	TECO 36" Bend DBW	13,051,253	9,000,017	3,300,336	5,300,000	3,000,000	2,300,000	4,000,000	3,057,502	107,000		5,000,000	3,200,000	1,800,000	39.00%
20151	ELR/WRF/SJX Loop	900,523	867,017	30,006	670,000	657,000	30,000	901,000	000,067		12,706	000,000	000,000	17,000	92.75%
20210	Tradewinds WTP Phase 2	1,532,000	1,200,000	304,250	1,270,000	1,100,000	170,000	1,000,000	000,000		113,000	1,000,000	1,000,000	250,000	80.77%
20214	Broward Regional Master Lines 3	1,000,000	000,000	100,000	300,000	200,000	40,000	000,000	000,000	100,000		000,000	000,000	40,000	30.00%
20234	SFWMD & SA Pump 45	500,000	000,000	000,000	000,000	000,000	000,000	000,000	000,000		20,000	000,000	000,000	00,000	00.00%
20242	SMRU Florida Well Rehab Program	000,000	000,000	00,000	000,000	000,000	000,000	000,000	000,000	00,000		000,000	000,000	00,000	00.00%
20270	Hallandale Beach Transfer Pump Repl	1,000,000	1,000,000	000,000	000,000	000,000	000,000	000,000	000,000		100,000	000,000	000,000	00,000	00.00%
20280	Hallandale Beach PWP	1,000,000	1,000,000	000,000	000,000	000,000	000,000	000,000	000,000		100,000	000,000	000,000	00,000	00.00%
20299	BLC Florida Water Rehabs	000,000	000,000	00,000	000,000	000,000	00,000	000,000	00,000	0,000		000,000	000,000	00,000	00.00%
20344	Pompano Beach RTWP Piping Mods	2,000,000	1,000,000	000,000	000,000	000,000	000,000	000,000	000,000		000,000	000,000	000,000	000,000	00.00%
20354	Wastewater Pre-Treatment	000,000	000,000	00,000	00,000	00,000	00,000	000,000	00,000		000,000	00,000	00,000	00,000	00.00%
20373	Cutler Ridge New Tiedown WSA 40	1,000,000	1,000,000	(100,000)	000,000	000,000	(100,000)	000,000	000,000	000,000		000,000	000,000	(100,000)	00.00%
20384	LBD Lift Station Pad Protection	000,000	000,000	00,000	000,000	000,000	00,000	000,000	00,000	0,000		000,000	000,000	00,000	00.00%
21012	Town of Davie Well Rehab	000,000	000,000	000,000	000	000	00	-	000,000	000		000	000	00	0.00%
21053	PPL CCE Floridan Well Pump and Motor	000,000	000,000	000,000	000,000	000,000	000,000	000,000	00,000		00,000	000,000	000,000	000,000	00.00%
20966	SFWMD ASR Wells C-32R	7,000,000	0,000,000	1,000,000	000,000	000,000	000,000	000,000	000,000		000,000	000,000	000,000	000,000	00.00%
20979	SFWMD ASR Wells C-30S	7,000,000	0,000,000	1,000,000	000,000	000,000	000,000	000,000	000,000		000,000	000,000	000,000	000,000	00.00%
21014	Jupiter RWM Improvements (9-10, 15)	000,000	000,000	00,000	000,000	000,000	00,000	000,000	00,000		00,000	000,000	000,000	00,000	00.00%
21101	Boynton West WTP Sodium	000,000	000,000	00,000	00,000	00,000	00,000	000,000	00,000		00,000	00,000	00,000	00,000	00.00%
21158	Peoples Springs Cobblestone W & WW Water	000,000	000,000	00,000	00,000	00,000	0,000	-	000,000	00,000		00,000	00,000	0,000	0.00%
21163	Palm Springs Replacement of SA Well No. 14	000,000	000,000	00,000	00,000	00,000	00,000	00,000	000,000		0,000	00,000	00,000	00,000	00.00%
21182	FPL Turkey Point RWS Improvements	000,000	000,000	00,000	00,000	00,000	00,000	00,000	000,000		0,000	00,000	00,000	00,000	00.00%
21190	Boca WTP #3 SW, SW, and UW Upgrades	1,000,000	1,000,000	000,000	00,000	00,000	00,000	-	1,000,000	00,000		00,000	00,000	00,000	0.00%
21201	PBCWUD PCD2 Wellfield Phase 2	2,000,000	2,000,000	0,000,000	000,000	000,000	00,000	00,000	0,000,000		000,000	000,000	000,000	00,000	0.00%
21152	Tequesta I-8 A Well Rehabs	000,000	000,000	00,000	00,000	00,000	0,000	00,000	000,000		0,000	00,000	00,000	0,000	0.00%
	Unbilled adjs under $ 250,000	000,000	000,000	000,000	00,000	00,000	0,000	00,000	000,000	00,000		00,000	00,000	0,000	0.00%
	Unbilled adjs under $ 250,000	000,000	000,000	000,000	000,000	000,000	00,000	000,000	000,000		000,000	000,000	000,000	00,000	00.00%
		$ 000,000,000	$ 00,000,000	$ 0,000,000	$ 00,000,000	$ 00,000,000	$ 0,000,000	$ 00,000,000	$ 00,000,000	$ 0,000,000	$ 0,000,000	$ 00,000,000	$ 00,000,000	$ 0,000,000	

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
Schedule of Contracts Completed
For the year ended December 31, 2022
(Read Accountant's Review Report)

		Contract Totals			Before January 1, 2022			For the year ended December 31, 2022		
Job #	Construction Project	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
19284	WTP 11 High Service Pump Station	$ 3,801,427	$ 3,079,661	$ 721,766	$ 3,795,175	$ 3,075,473	$ 719,702	$ 6,252	$ 4,188	$ 2,064
19284	Pete Dale WTP Chemical Tank Replacement	1,030,320	920,408	109,912	980,966	883,770	97,196	49,354	36,638	12,716
19403	Bee Ridge Recharge Wells, PE, and P	7,582,313	7,257,961	324,352	7,964,754	7,812,402	852,352	(382,441)	445,559	(558,200)
19421	Jupiter SAS Replacement Wells 6-11	1,111,699	874,676	237,023	1,111,663	874,014	237,049	636	662	(26)
19454	Plantation East WTP Chemical Storage Facility	1,155,832	1,028,715	127,117	1,153,936	1,026,202	127,734	1,896	2,513	(617)
20093	Tropical Farms	3,275,137	3,595,643	(320,506)	2,872,788	2,900,721	(27,933)	402,349	694,922	(292,573)
20124	Collier County Curlew Pump	1,276,286	1,279,908	(3,622)	1,348,472	1,078,115	70,357	127,814	201,793	(73,979)
20262	SMRU Floridan Well Rehab Program	264,259	202,888	61,371	147,860	113,860	34,004	116,415	89,048	27,367
20304	Pompano Beach RTWP Piping Mods	1,970,529	1,834,907	141,622	1,810,008	828,389	182,219	965,921	1,006,518	(40,597)
20373	Collier County New Tamiami Well 40	1,093,625	1,370,330	(276,705)	873,827	984,108	(110,281)	219,798	386,222	(166,424)
20384	LRD Lift Station Fall Protection	341,557	289,776	51,781	139,101	104,700	34,401	202,456	185,076	17,380
21023	FPL CCS Floridan Well Pump and Moto	3,040,000	2,183,194	856,806	2,948,466	2,113,573	834,893	91,534	69,621	21,913
21114	Jupiter RWM Improvements (WIB17II)	359,637	365,934	(6,097)	331,384	295,056	36,328	28,253	70,878	(42,625)
21140	Boynton West WTP Sodium	439,508	312,918	126,584	57,859	45,999	11,860	381,641	266,917	114,724
21252	Tequesta UPA Well Rehabs	369,948	266,016	103,932	21,745	16,244	5,501	348,203	249,272	98,931
21262	Deerfield Beach Well Rehabs	301,080	136,180	164,900	253	195	58	300,827	135,985	164,842
20142	Jupiter Floridan Well Rehabs	821,318	639,555	181,763	514,286	396,000	118,286	307,032	243,555	63,477
19474	Lauderhill (Change Order - Increase)	46,100	12,854	33,246	30,053	10,905	19,148	16,047	1,949	14,098
20323	MCU Wells 9, 10 & 12 RWM	58,000	25,776	32,224	15,028	9,778	5,242	42,980	15,998	26,982
20354	Wastewater Pre-Treatment	190,927	117,348	73,579	89,947	67,552	22,195	101,180	49,796	51,384
21132	NSID Well 1 Reconstruction	237,500	163,507	73,993	198,186	154,934	43,581	39,382	8,983	30,409
21162	Florida Power & Light Co.	206,747	122,115	84,632	34,275	18,693	5,583	182,472	103,423	79,049
21214	Boynton Beach LS 336 Valve Replacement	79,900	17,890	62,010	1,845	1,476	369	78,055	16,414	61,641
21232	Dove Creek Well Capping	60,500	22,957	37,543	21,499	16,485	4,924	39,091	6,472	32,619
21242	Hallandale Beach Well 18 Rehab	50,000	43,577	6,423	5,578	4,295	1,283	44,422	39,282	5,140

Continues to the next page

FLORIDA DESIGN DRILLING LLC AND AFFILIATE

Schedule of Contracts Completed

For the year ended December 31, 2022

(Read Accountant's Review Report)

		Grouped Totals			Before January 1, 2022			For the year ended December 31, 2022		
Job #	Construction Project	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
21012	Town of Davie Well Rehab	-	249	(249)	310	249	70	(310)	-	(319)
22035	Manatee County Cortez Rd MIT	362,250	232,140	130,110	-	-	-	362,250	232,140	130,110
22132	Collier County 4 Well Additions	465,055	294,227	170,828	-	-	-	465,055	294,227	170,828
20232	Grow Circle Web Clipping	74,100	64,792	9,308	-	-	-	74,100	64,792	9,308
22024	Hallandale WTP EV Charging Station	99,629	67,639	31,990	-	-	-	99,629	67,639	31,990
22045	FPL Turkey Point DW-1 MIT	57,000	49,649	7,351	-	-	-	57,000	49,649	7,351
22092	Deerfield Beach Pipe Replacement	39,165	30,861	8,304	-	-	-	39,165	30,861	8,304
22075	FPUA RWRF and WTP MITs	144,000	70,262	73,738	-	-	-	144,000	70,262	73,738
22083	NSID Golf Course Well Abandonment	10,000	3,080	6,920	-	-	-	10,000	3,080	6,920
22115	FPUA MWRF IW-2 MIT	97,500	41,856	55,644	-	-	-	97,500	41,856	55,644
22142	FPL TP UFA-6 Kills	46,500	16,665	29,835	-	-	-	46,500	16,665	29,835
22172	Grow Circle Jobsite Well Cap	5,000	1,780	3,220	-	-	-	5,000	1,780	3,220
22182	Grow Circle Emergency 10" Well Cap	7,500	686	6,814	-	-	-	7,500	686	6,814
22184	North Lauderdale LS-23	21,500	9,390	12,110	-	-	-	21,500	9,390	12,110
22192	Collier County Emergency Well Abandonments	26,680	1,068	25,612	-	-	-	26,680	1,068	25,612
22234	PSL Safety Grate	2,534	982	1,552	-	-	-	2,534	982	1,552
22262	Aragon Disposal Well Cleaning	14,500	2,739	11,761	-	-	-	14,500	2,739	11,761
22275	FPL WCEC MITs	78,500	7,781	70,719	-	-	-	78,500	7,781	70,719
22012	NSID Well 8 Rehabilitation	36,000	24,101	11,899	-	-	-	36,000	24,101	11,899
		$ 30,272,354	$ 27,001,430	$ 3,692,015	$ 25,458,881	$ 22,133,257	$ 3,325,624	$ 5,246,173	$ 4,951,182	$ 317,291

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
Schedule of Construction Projects
For the year ended December 31, 2023
(Board Assessment) Budget Report

Job #	Construction Project	Year Changes			Prior Inception Actuals December 31, 2022					As of December 31, 2023		For the year ended December 31, 2023			
		Revenue	Expected Cost	Estimated Gross Profit (Loss)	Revenue Earned	Cost of Revenue	Gross Profit (Loss)	Billed to Date	Percent Estimated Cost to Complete	Current Assets	Current Liabilities	Revenue Earned	Cost of Revenue	Gross Profit (Loss)	Percent Complete
[illegible]	Ingle Drill	$ 4,472,796	$ 7,811,301	$ (850,505)	$ 6,350,823	$ 7,393,323	$ (999,500)	$ 6,472,970	$ (922,970)		$ 197,500	$ 300,823	$ 600,823	$ (1,196,323)	91.0%
[illegible]	[illegible] Well Rehab	1,951,696	710,346	301,350	731,696	547,270	237,374	731,270	301,870		63,870	131,000	96,270	7,563	94.00%
[illegible]	PDC Wellfield Improvements	10,131,105	8,130,000	2,344,192	8,681,666	6,936,340	1,745,343	9,041,842	1,230,345		139,110	5,233,790	2,399,806	833,870	84.00%
[illegible]	TDCU Pig Shed DFW	13,790,331	11,630,000	1,861,643	12,000,000	10,100,000	1,600,000	10,491,000	1,000,000	(1,141,341)		5,200,743	4,430,331	791,000	90.00%
[illegible]	SCRWRF HCV Loop	992,319	970,310	(30,770)	800,000	900,000	(100,000)	900,713	7,000		5,000	192,731	518,613	(325,000)	99.00%
[illegible]	Thadeo Chemical WTP Phase 3	1,660,270	1,300,000	300,000	1,000,000	1,000,000	[illegible]	1,000,000	70,000		90,000	300,270	300,000	300,000	90.00%
[illegible]	Renewal Augment Master Meter 3	1,100,000	1,000,000	100,000	[illegible]	900,000	[illegible]	[illegible]	100,000	90,000		910,000	864,000	90,000	90.00%
[illegible]	[illegible] SA Pump #3	910,000	900,000	100,000	900,000	900,000	100,000	900,000	3,000	10,000		910,000	900,000	210,000	99.00%
[illegible]	Hallandale Beach Transfer Pump Bldg	1,830,000	1,300,000	500,000	1,200,000	1,000,000	200,000	1,000,000	200,000		200,000	600,000	400,000	130,000	90.00%
[illegible]	Hallandale Beach PW9	1,400,000	1,100,000	300,000	1,000,000	1,000,000	100,000	1,000,000	200,000		60,000	400,000	300,000	90,000	90.00%
[illegible]	Well Problem Wells Rehabs	500,000	450,000	50,000	400,000	300,000	100,000	400,000	50,000	3,000		100,000	150,000	50,000	90.00%
[illegible]	Well region Well Rehab & Phase IV	400,000	330,000	170,000	300,000	200,000	100,000	300,000	100,000		20,000	100,000	130,000	30,000	90.00%
[illegible]	[illegible] ASR Wells Cluster	8,100,000	6,000,000	2,100,000	7,000,000	5,000,000	2,000,000	7,000,000	1,000,000	1,000,000		1,000,000	1,000,000	1,000,000	90.00%
[illegible]	[illegible] ASR Wells Cluster	8,100,000	7,000,000	1,000,000	7,000,000	5,000,000	2,000,000	7,000,000	1,000,000			1,000,000	1,000,000	1,000,000	90.00%
[illegible]	Dania Springs Cluster WAWS Well	1,700,000	900,000	800,000	800,000	600,000	200,000	800,000	100,000			900,000	600,000	300,000	90.00%
[illegible]	Flow Springs Replacement of 6A Well No. 10	900,000	800,000	100,000	600,000	500,000	100,000	600,000	100,000			300,000	300,000	100,000	90.00%
[illegible]	FPL Turkey Point PW8 Motorgenerator	1,000,000	900,000	100,000	600,000	500,000	100,000	600,000	100,000			400,000	400,000	100,000	90.00%
[illegible]	Dora Wells 1HW, 2HW, and 3HW Upgrades	1,500,000	1,200,000	300,000	1,000,000	800,000	200,000	1,000,000	200,000			500,000	400,000	100,000	90.00%
[illegible]	[illegible] Wellfield Phase 3	8,000,000	7,000,000	1,000,000	5,000,000	4,000,000	1,000,000	5,000,000	1,000,000			3,000,000	3,000,000	1,000,000	90.00%
[illegible]	Chemical Heater (PWTA 4 Well Additions	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Raptor Wellfield & Electrical Improvements	1,000,000	800,000	200,000	600,000	500,000	100,000	600,000	100,000			400,000	300,000	100,000	90.00%
[illegible]	PPL Turkey Point DFW's	20,000,000	15,000,000	5,000,000	15,000,000	12,000,000	3,000,000	15,000,000	3,000,000			5,000,000	3,000,000	2,000,000	90.00%
[illegible]	Hydrogeno Diagnostic Aquifer (Well 5-2)	2,000,000	1,800,000	200,000	1,000,000	900,000	100,000	1,000,000	100,000			1,000,000	900,000	100,000	90.00%
[illegible]	Renewal Well Rehabilitation	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Glades Raptor Rehab Well Cluster Well Rehabilitation	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Renewal Well Rehabilitation	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	SACU Variable Speed Pump	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	PEAA BQ Well A Pump Study	60,000	50,000	10,000	40,000	30,000	10,000	40,000	10,000			20,000	20,000	10,000	90.00%
[illegible]	Raptor Ocean Master Pump Station WF Pump Replacement	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Gas Flushed Lighting	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Renewal Well Improvements	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Tangled Pines HW Valves	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Raptor 36" Pipe Replacement	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	Well 8 Pump	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
[illegible]	MCU Well #8 Pump Repair	600,000	500,000	100,000	400,000	300,000	100,000	400,000	100,000			200,000	200,000	100,000	90.00%
		$ 107,000,000	$ 80,000,000	$ 20,000,000	$ 80,000,000	$ 60,000,000	$ 20,000,000	$ 80,000,000	$ 20,000,000	$ 1,000,000	$ 1,000,000	$ 30,000,000	$ 20,000,000	$ 10,000,000	

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
Schedule of Contracts Completed
For the year ended December 31, 2023
(Read Accountant's Review Report)

Job #	Construction Project	Contract Totals			Before January 1, 2023			For the year ended December 31, 2023		
		Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
18121	NSID DIW	$ 6,521,284	$ 7,773,437	$ (1,252,153)	$ 6,335,125	$ 7,293,333	$ (958,208)	$ 186,159	$ 480,204	$ (294,045)
20142	Jupiter Floridan Well Rehabs	821,318	646,128	175,190	821,318	639,555	181,763	-	6,573	(6,573)
20184	BCRWRF HBX Loop	892,515	991,624	(99,109)	889,508	968,283	(78,775)	3,007	23,341	(20,334)
20214	Tindall Hammock WTP Phase 2	1,673,430	1,343,969	329,461	1,578,435	1,293,811	284,627	94,995	50,158	44,834
20244	Broward Regional Master Meter 3	1,026,006	1,157,043	(131,037)	820,760	723,376	97,384	205,246	433,667	(228,421)
20254	SFWMD S-5A Pump #3	729,830	399,030	330,619	732,832	388,796	344,036	(3,195)	10,234	(13,417)
20274	Hallandale Beach Transfer Pump Repl	1,588,181	1,180,394	387,787	1,292,144	1,034,390	257,754	276,037	146,004	130,033
20283	Hallandale Beach PW9	1,412,696	1,169,897	242,799	1,326,242	1,123,330	202,912	86,454	46,567	39,887
20342	Wellington Well Rehab & Phase IV	415,858	212,755	203,103	218,949	90,527	128,422	196,909	104,228	82,681
22052	Charlotte Harbor CHWA 4 Well Additions	390,340	241,763	157,577	363,664	177,556	186,108	26,676	64,187	(28,531)
22282	Garcia Farms Jobbie and Grove Well Abandonments	558,800	321,946	237,904	349,985	136,794	213,111	208,945	185,152	24,795
19192	Broward Well Rehabilitation	656,503	523,649	104,854	588,699	455,450	133,249	49,806	78,211	(28,405)
21052	Garcia Farms Melvin & Chapman P&A	1,322,295	485,568	636,727	-	-	-	1,122,295	485,568	636,727
23142	FPL OCEC PA-3 Well Addition	477,000	115,914	361,086	-	-	-	477,000	115,914	361,086
23212	NSID Well P Screen Replacement	525,000	187,104	337,896	-	-	-	525,000	187,104	337,896
	Closed Jobs less than $ 250,000	1,972,391	1,034,331	938,060	582,388	383,570	198,807	1,470,011	650,758	819,253
		$ 20,755,386	$ 17,794,542	$ 2,960,764	$ 15,819,982	$ 14,716,082	$ 1,103,300	$ 4,935,324	$ 3,077,860	$ 1,857,464

FLORIDA DESIGN DRILLING LLC AND AFFILIATE

Schedule of Contracts in Progress

For the year ended December 31, 2023

(See Accountant's Review Report)

Job #	Construction Project	Total Contract			Prior Inception through December 31, 2022					Contract Assets	Contract Liabilities	For the year ended December 31, 2023			
		Revenues	Estimated Cost	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Earned Profit/(Loss)	Gross Profit/(Loss)	Billed to Date	Unbilled Revenues/ Costs in Excess of Billings		Revenues Earned	Cost of Revenues	Gross Profit/(Loss)	Percent Complete
19261	SUA #8 Rehab	$ 1,600,000	$ 800,000	$ 777,804	$ 1,045,892	$ 672,107	$ -	$ 173,785	$ 1,600,000	$ 6,000	$ -	$ 7,000	$ 350,700	$ 325,000	$ (54,804)	99.26%
20171	TBCD Pin Road Drills	10,000,000	9,000,000	140,371	12,849,204	12,900,000		147,219	13,000,000	100,000	-	70,000	900,000	9,000,000	(1,000,000)	98.00%
20892	WC Floridan Wells Rehab	900,000	600,000	59,956	547,079	440,347	-	30,727	550,000	4,000	-	5,000	300,000	600,000	30,000	99.99%
21062	SFWMD ASR Wells C-787	9,000,000	8,000,000	(243,457)	2,954,000	8,199,346	-	(245,457)	7,600,000	200,000	200,000	-	900,000	2,000,000	(1,000,000)	98.00%
21151	Bonita Springs Utility WR WS Wells	1,200,000	900,000	300,000	1,110,000	800,000	-	300,000	1,000,000	90,000	30,000	-	200,000	200,000	90,000	90.00%
21152	FPL Turkey Point R WS Improvements	900,000	800,000	900,797	900,000	700,000	-	147,000	900,000	90,000	-	117,000	600,000	900,000	(60,000)	90.00%
22704	Jupiter WR Shed & Electrical Improvements	1,400,000	1,400,000	972,000	1,400,000	1,200,000	-	151,000	1,400,000	900,000	-	72,000	600,000	800,000	50,000	92.86%
22852	Broward Well Rehabilitation	200,000	150,000	60,000	900,000	70,000	-	30,000	30,000	120,000	60,000	-	90,000	20,000	30,000	30.00%
23004	SW Ocean Route Sewage Tank	1,000,000	700,000	270,000	700,000	570,000	-	100,000	900,000	200,000	-	150,000	300,000	100,000	30,000	70.00%
22993	FPL R WS Maintenance Services	600,000	350,000	300,000	300,000	200,000	-	100,000	500,000	100,000	50,000		300,000	150,000	100,000	95.00%
20610	PBC Well Field Improvements	10,000,000	8,000,000	2,000,000	10,000,000	8,000,000	150,000	2,150,000	10,000,000	1,000,000	20,000		1,000,000	1,000,000	50,000	100.00%
21079	SFWMD ASR Wells C-345	9,000,000	8,000,000	900,000	9,000,000	8,000,000	1,000	900,000	8,000,000	900,000	100,000	-	1,000,000	1,000,000	100,000	100.00%
21172	Palm Springs Replacement of SA Well No. 10	1,000,000	800,000	900,000	900,000	800,000	1,000	100,000	900,000	100,000	100,000	-	100,000	100,000	100,000	90.00%
21195	Bldg Wells 1WR, 2WR, and 3WR Upgrades	1,500,000	1,000,000	500,000	1,000,000	1,000,000	500,000	500,000	1,000,000	500,000	500,000	-	500,000	500,000	500,000	100.00%
21200	PBCWUD IP #21 Wellfield Phase 2	9,000,000	7,000,000	2,000,000	8,000,000	5,000,000	1,000,000	3,000,000	8,000,000	1,000,000	1,000,000	-	1,000,000	2,000,000	1,000,000	100.00%
21151	FPL Turkey Point DEWs	20,000,000	15,000,000	5,000,000	14,000,000	9,000,000	3,000,000	5,000,000	15,000,000	5,000,000	5,000,000	-	6,000,000	6,000,000	5,000,000	100.00%
22223	Hydrogen Blender Aquifer Well R-23	2,000,000	1,000,000	600,000	900,000	600,000	50,000	350,000	1,000,000	1,000,000	500,000	-	500,000	400,000	100,000	100.00%
22223	Vero Beach Replacement Wells R-A	3,000,000	2,000,000	1,000,000	450,000	300,000	50,000	100,000	400,000	2,000,000	1,000,000	-	550,000	300,000	250,000	50.00%
21071	NSID Well 8 Charleston	50,000	30,000	20,000	30,000	10,000	-	10,000	30,000	20,000	-	5,000	20,000	10,000	10,000	100.00%
23181	SUA Well #4 Spring Repair	90,000	50,000	40,000	50,000	30,000	-	20,000	50,000	40,000	-	10,000	40,000	30,000	10,000	100.00%
23253	CDPR Well Maintenance	10,000	6,000	4,000	6,000	4,000	-	2,000	6,000	4,000	-	2,000	4,000	4,000	2,000	100.00%
21957	Wellfield #3 Rehab	60,000	40,000	20,000	40,000	30,000	-	10,000	40,000	20,000	-	10,000	20,000	20,000	10,000	100.00%
23774	CBDM LS Flush Tie-Ins Tank	100,000	80,000	20,000	80,000	60,000	-	20,000	80,000	20,000	-	20,000	80,000	60,000	20,000	100.00%
23232	Ocean Dredging and Crane Clipping	300,000	200,000	100,000	200,000	150,000	-	50,000	200,000	100,000	50,000	-	100,000	50,000	50,000	100.00%
23792	Ocean Development Grounds Well Abs	150,000	100,000	50,000	100,000	75,000	-	25,000	100,000	50,000	25,000	-	50,000	25,000	25,000	100.00%
23331	Indiantown WTC Improvements	5,000	3,000	2,000	3,000	2,000	-	1,000	3,000	2,000	1,000	-	2,000	1,000	1,000	100.00%
23324	SUA WWTP Distribution System Improv	250,000	150,000	100,000	150,000	100,000	-	50,000	150,000	100,000	50,000	-	100,000	50,000	50,000	100.00%
		$ 100,000,000	$ 80,000,000	$ 20,000,000	$ 75,000,000	$ 60,000,000	$ 5,000,000	$ 20,000,000	$ 75,000,000	$ 20,000,000	$ 1,000,000	$ 500,000	$ 25,000,000	$ 20,000,000	$ 5,000,000	

FLORIDA DESIGN DRILLING
FINANCIAL STATEMENTS FOR THE PERIOD ENDED 9/30/2024
(CONFIDENTIAL)

Income Statement		SEPTEMBER 30TH, 2024
Revenue	$	**25,993,758**
Cost of Sales		19,269,359
Gross Profits		6,724,399
G&A Expenses		5,394,486
Other Income		43,301
Net Income (Loss)	$	**1,373,213**

Balance Sheet		SEPTEMBER 30TH, 2024
Current Assets		
Cash		2,742,519
Accounts Receivable - *Current*		3,896,993
Accounts Receivable - *Retainage*		1,426,581
Inventory Components		89,964
Costs in Excess of Billings		1,076,915
Prepaid Insurance		16,050
Total Current Asssets	$	**9,249,023**
Property & Equipment		17,003,339
Other Assets		1,075,482
Total Assets	$	**27,327,844**
Total Current Liabilities		6,729,896
Long-Term Liabilities (Notes Payable, Less Current)		4,681,693
Equity		15,916,256
Total Liabilities and Stockholder's Equity	$	**27,327,844**

FLORIDA DESIGN DRILLING LLC AND AFFILIATE

Financial Statements

and Independent Accountant's Review Report

December 31, 2022 and 2021

L
C.P.A.

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
COMBINED BALANCE SHEETS
DECEMBER 31,

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash	$ 947,279	$ 947,871
Contracts receivable	9,315,345	6,894,401
Stored materials	2,643,756	4,451,495
Employee loans	23,780	20,000
Prepaid insurance	49,616	60,350
Other current assets	2,005	25,781
Contract assets	4,609,150	2,745,894
Total current assets	17,590,931	15,145,792
PROPERTY AND EQUIPMENT – NET	15,619,560	14,490,274
OPERATING LEASE RIGHT-OF-USE ASSETS	110,701	-
OTHER ASSETS	416,820	564,625
	$ 33,738,012	$ 30,200,691
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Short – term borrowings	$ 4,999,999	$ 4,999,999
Current portion of long – term debt	2,009,113	1,738,934
Accounts payable – trade	6,625,390	6,421,297
Current portion of operating lease liabilities	38,891	-
Contract liabilities	4,919,581	2,810,360
Total current liabilities	18,592,974	15,970,590
LONG – TERM LIABILITIES		
Long – term debt	7,311,249	7,420,930
Long – term operating lease liabilities	71,810	-
Due to members	338,350	-
Due to third party	700,000	-
	8,421,409	7,420,930
MEMBERS' EQUITY		
Members' contribution	633,726	633,726
Members' equity	6,089,903	6,175,445
	6,723,629	6,809,171
	$ 33,738,012	$ 30,200,691

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

FLORIDA DESIGN DRILLING LLC AND AFFILIATE

Combined Financial Statements

and Independent Accountant's Review Report

December 31, 2023, and 2022

L
C.P.A.

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
COMBINED BALANCE SHEETS
DECEMBER 31,

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash	$ 4,687,141	$ 947,279
Contracts receivable	6,679,647	9,315,345
Stored materials	-	2,643,756
Employee loans	248	23,780
Prepaid insurance	64,206	49,616
Other current assets	89,965	2,005
Contract assets	1,631,435	4,609,150
Total current assets	13,152,642	17,590,931
PROPERTY AND EQUIPMENT – NET	13,806,564	15,619,560
OPERATING LEASE RIGHT-OF-USE ASSETS	75,400	110,701
OTHER ASSETS	459,053	416,820
	$ 27,493,659	$ 33,738,012
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Short – term borrowings	$ 4,999,999	$ 4,999,999
Current portion of long – term debt	1,893,763	2,009,113
Accounts payable – trade	3,413,039	6,625,390
Current portion of operating lease liabilities	38,891	38,891
Accrued loss on uncompleted contracts	6,355	-
Contract liabilities	897,114	4,919,581
Total current liabilities	11,249,161	18,592,974
LONG – TERM LIABILITIES		
Long – term debt	6,017,508	7,311,249
Long – term operating lease liabilities	36,509	71,810
Due to members	-	338,350
Due to third party	4,089,621	700,000
	10,143,638	8,421,409
MEMBERS' EQUITY	6,100,860	6,723,629
	$ 27,493,659	$ 33,738,012

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

FLORIDA DESIGN DRILLING LLC AND AFFILIATE
COMBINED STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	2023	2022
Contract revenues earned	$ 37,451,520	$ 36,866,509
Cost of revenues earned	32,486,100	32,404,583
Gross profit	4,965,420	4,461,926
General and administrative expenses	5,715,589	3,489,753
Income (loss) from operations	(750,169)	972,173
Other income and (expense)		
Gain on sale of property and equipment	80,851	1,167
Interest expense	(1,855,838)	(556,550)
Employee tax retention credit - NOTE 16	2,391,912	-
Interest income	162,149	-
Other expense - NOTE 18	(350,000)	(59,186)
	429,074	(614,569)
Net Income (Loss)	(321,095)	357,604
Members' equity at the beginning of the year	6,723,629	6,809,171
Members' distributions	(301,674)	(443,146)
Members' equity at the end of the year	$ 6,100,860	$ 6,723,629

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Florida Design Drilling Corporation	
Name (Please Type or Print) Jeanine Alfieri	Title
Signature Electronically Signed	Date April 22, 2020
E-Verify Employer Agent HireRight, LLC. (v30)	
Name (Please Type or Print) Loffer Shellie	Title
Signature Electronically Signed	Date April 22, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 22, 2020

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Florida Design Drilling Corporation
Company Facility Address	7733 Hooper Road West Palm Beach, FL 33411
Company Alternate Address	7733 Hooper Road West Palm Beach, FL 33411
County or Parish	Palm Beach
Employer Identification Number	20-2779560
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLORIDA DESIGN DRILLING CORPORATION Risk ID: 093121074

Rating Effective Date: 01/01/2024 Production Date: 11/13/2023 State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL-3	.21	147,915	227,260	79,345	240,595	43,240	369,145	128,550

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.21		147,915	227,260	79,345	240,595	43,240	357,334	116,739

	Primary Losses	Stabilizing Value	Retable Excess	Totals
Actual	(I) 116,739	C * (1 - A) + G 160,093	(A) * (F) 50,525	(J) 327,357
Expected	(E) 79,345	C * (1 - A) + G 160,093	(A) * (C) 31,062	(K) 270,500

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors		1.19			(J) / (K) 1.21

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

© Copyright 1993-2024, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of the product or information contained therein. This product and the information contained therein are to be used exclusively for underwriting, premium calculation and other insurance purposes and may not be used for any other purpose including but not limited to safety scoring for project bidding purposes. All responsibility for the use of and for any and all results derived or obtained through the use of the product and information are the end user's and NCCI shall not have any liability therein.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLORIDA DESIGN DRILLING CORPORATION **Risk ID:** 093121074

Rating Effective Date: 01/01/2024 **Production Date:** 11/13/2023 **State:** FLORIDA

09-FLORIDA **Firm ID:** B **Firm Name:** FLORIDA DESIGN DRILLING CORPORATION

Carrier: 10863 **Policy No.** WC375970802 **Eff Date:** 01/01/2020 **Exp Date:** 01/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	U	OF	Act Inc Losses	Act Prim Losses
5183	1.26	.35	2,684,918	36,360	12,723	2692747449	05	F	5,333	5,333
5606	.33	.31	684,899	2,260	701					
6204	2.38	.35	519,465	12,363	4,327					
7380	1.90	.37	100	2	1					
8227	1.68	.35	476,359	8,003	2,801					
8742	.12	.37	291,200	349	129					
8810	.07	.42	346,457	243	102					
9765	WORKPLACE SAFETY (			-1,191	-416					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-2,919	-1,018					
Policy Total:			5,203,398	**Subject Premium:**	193,188	**Total Act Inc Losses:**			5,333	

09-FLORIDA **Firm ID:** B **Firm Name:** FLORIDA DESIGN DRILLING CORPORATION

Carrier: 10863 **Policy No.** WC375970803 **Eff Date:** 01/01/2021 **Exp Date:** 01/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	U	OF	Act Inc Losses	Act Prim Losses
5183	1.26	.35	3,514,628	44,284	15,499	2692910139	05	F	6,648	6,648
5606	.33	.31	666,230	2,199	682	2692978102	05	F	10,062	10,062
6204	2.38	.35	1,176,170	27,969	9,789	2692946719	09	F	17,635	17,635
7380	1.90	.37	100	2	1	2692978101	09	O	151,803	18,000
8227	1.68	.35	685,327	11,513	4,030					
8742	.12	.37	291,200	349	129					
8810	.07	.42	323,862	227	95					
9765	WORKPLACE SAFETY (			-1,731	-604					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-4,414	-1,541					
Policy Total:			6,666,517	**Subject Premium:**	258,467	**Total Act Inc Losses:**			186,148	

© Copyright 1993-2024, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As Is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of the product or information contained therein. This product and the information contained therein are to be used exclusively for underwriting, premium calculation and other insurance purposes and may not be used for any other purpose including but not limited to safety scoring for project bidding purposes. All responsibility for the use of and for any and all results derived or obtained through the use of the product and information are the end users and NCCI shall not have any liability thereto.

* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLORIDA DESIGN DRILLING CORPORATION **Risk ID:** 093121074

Rating Effective Date: 01/01/2024 **Production Date:** 11/13/2023 **State:** FLORIDA

09-FLORIDA **Firm ID:** B **Firm Name:** FLORIDA DESIGN DRILLING CORPORATION

Carrier: 10863 **Policy No.** WC375970804 **Eff Date:** 01/01/2022 **Exp Date:** 01/01/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	W	OF	Act Inc Losses	Act Prim Losses
5183	1.26	.35	4,064,242	51,209	17,923	2693199232	06	F	131	131
5606	.33	.31	774,487	2,556	792	2693036882	06	F	2,631	2,631
6204	2.36	.35	1,350,841	32,150	11,253	2693040218	06	F	5,737	5,737
8227	1.68	.35	695,190	11,679	4,088	2693079152	06	F	8,373	8,373
8742	.12	.37	312,000	374	138	2693068790	09	O	47,080	18,000
8810	.07	.42	296,840	208	87	2693130361	09	O	51,011	18,000
9765	WORKPLACE SAFETY (			-1,963	-686	2693086984	09	O	62,701	18,000
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-4,811	-1,680					
Policy Total:			7,493,600	**Subject Premium:**	285,871	**Total Act Inc Losses:**			177,664	

© Copyright 1993-2024. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of the product or information contained therein. This product and the information contained therein are to be used exclusively for *underwriting*, premium calculation and other insurance purposes and may not be used for any other purpose including but not limited to safety scoring for project bidding purposes. All responsibility for the use of and for any and all results derived or obtained through the use of the product and information are the end user's and NCCI shall not have any liability thereto.

* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

FLORIDA DRILLING

A LEADING PROVIDER OF WATER RESOURCE CONSTRUCTION, MANAGEMENT, DRILLING, AND UTILITIES SOLUTIONS

FLDrilling.com

2024

FLORIDA DRILLING
Company Highlights

Preeminent Leadership and Personnel

CEO, Dan Ringdahl

- 35 years of well-drilling experience in Florida
- 45 years of experience overall.
- Third-generation well driller
- VP and Active Member of the Florida Ground Water Association (FGWA)

President, Noah Ringdahl

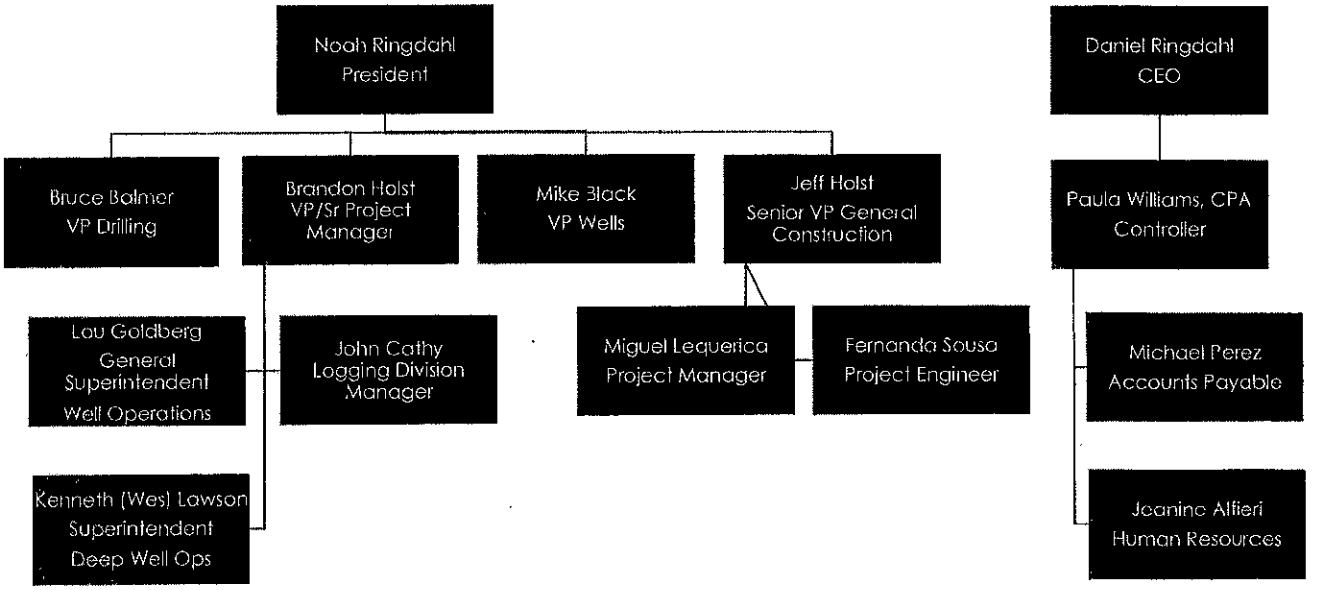
- 18 years of well-drilling experience in Florida
- Fourth-generation well driller
- Respected Engineer for Equipment and Operations Innovations and designs
- Board Member of the Florida Ground Water Association (FGWA)

Senior Leadership and Key Project Personnel

- Michael Black - 24 years in industry as hydrogeologist with emphasis on DIW, ASR, and Water Supply Wells
- Bruce Balmer – 34 years industry experience and FDD well drilling operations superintendent
- Wes Lawson – FDD DIW Superintendent onsite with 27 combined years Oil and Gas / DIW drilling experience to 28,000' feet
- Brandon Holst – 8 years industry experience with emphasis on DIW, ASR and Water Supply Wells

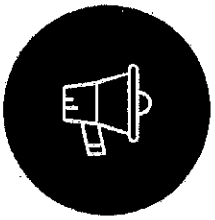
FLORIDA DRILLING

FLORIDA DRILLING
Leadership



FLORIDA DRILLING

FLORIDA DRILLING
Company Highlights



Known and Trusted Contractor in Florida

Complete 'In-House' Well Construction Services

- ***All DIW Drilling Rigs designed and built in house with assistance from specialty subconsultants, subcontractors and P.E.'s***
- ***FDD Owns and Operates All Equipment Necessary for DIW Construction and Testing (Rigs, Transformers, Generators, All Tooling, Cementing, Logging, Trucking, etc.)***

Key DIW and other UIC Well Clients include:

- ***Florida Power & Light (FPL), Polk Regional Water Cooperative (PRWC), City of St. Petersburg, Tampa Electric Company (TECO), Seacoast Utility Authority, South Florida Water Management District (SFWMD), North Springs Improvement District (NSID), City of St. Cloud, TOHO***

Key consultant relationships include:

- **AECOM, Arcadis, ASRus, Black and Veatch, Carollo, CDM Smith, CH2MHill, Eckler Engineering, Hazen & Sawyer, Holtz Consulting Engineers, JLA Geosciences, Kimley-Horn &Asc., McNabb Hydrogeologic, Stantec, Tetra Tech, WSP and many others**

Key Company Stats:

- **Over 100 employee strong**
- **Bonding Capacity $75M+**
- **Established DIW, ASR, Water Supply Well Contractor**

FLORIDA DRILLING

FLORIDA DRILLING
Corporate Responsibility | Health, Safety & Environment

- Full-scope HSE Policy in place
- ISNetworld Certified
- Weekly safety meetings
- Drug free workplace with pre-employment, random, and post-accident testing. Testing is conducted by Total Compliance Network, an independent service provider
- Excellent industry safety record with significant Workers Comp discounts earned annually
- OSHA-trained supervisors with continuing education to maintain certifications
- Reduced impact on environment through smart drilling techniques that include low-impact rigs, all-electric equipment, and progressive site remediation procedures

Training

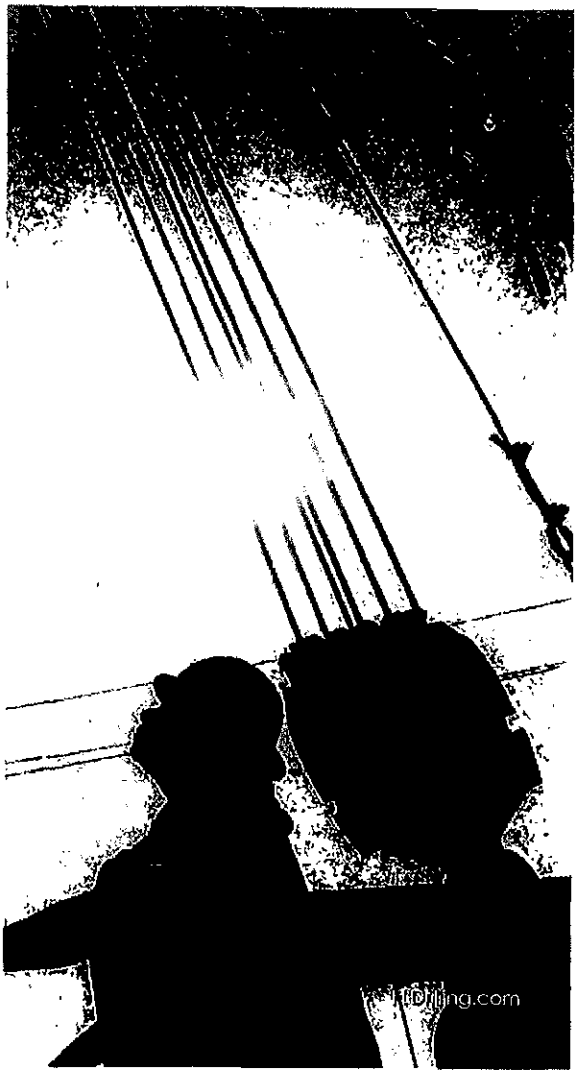
- OSHA Training 10/30 Hour and Full-scope employment handbook
- Full-scope training procedures in place that include an apprenticeship process for all field positions
- Emphasis on internal promotions
- Homogenous equipment operating procedures throughout the company and on all rigs for greater crew flexibility and crew confidence
- Cross-training required for all field positions
- Periodic "Mud School" training conducted by Baroid / Halliburton

FLORIDA DRILLING
Internal CPA and Accounting

Overview

- Ongoing Internal Risk Assessments
- Design & Implementation of Internal Controls
- Monthly Internal Financial Reporting
- Quarterly WIP Reporting
- Monitoring compliance with GAAP
- Monthly Job Cost Reporting for Project Managers
- Evaluating and identifying efficiencies in operations and accounting procedures
- Leading implementations in improved software, policies, and controls
    - (Paychex Flex Time Keeping System, Payroll, Internal Job Allocations, AP software, etc.)
- Monthly Job Forecast Updates
- Providing PMs with specific job metrics to improve estimates on future bids
- Supporting CEO and President's short and long-term operational strategies
- Day to day directing accounting operational functions

FLORIDA DRILLING

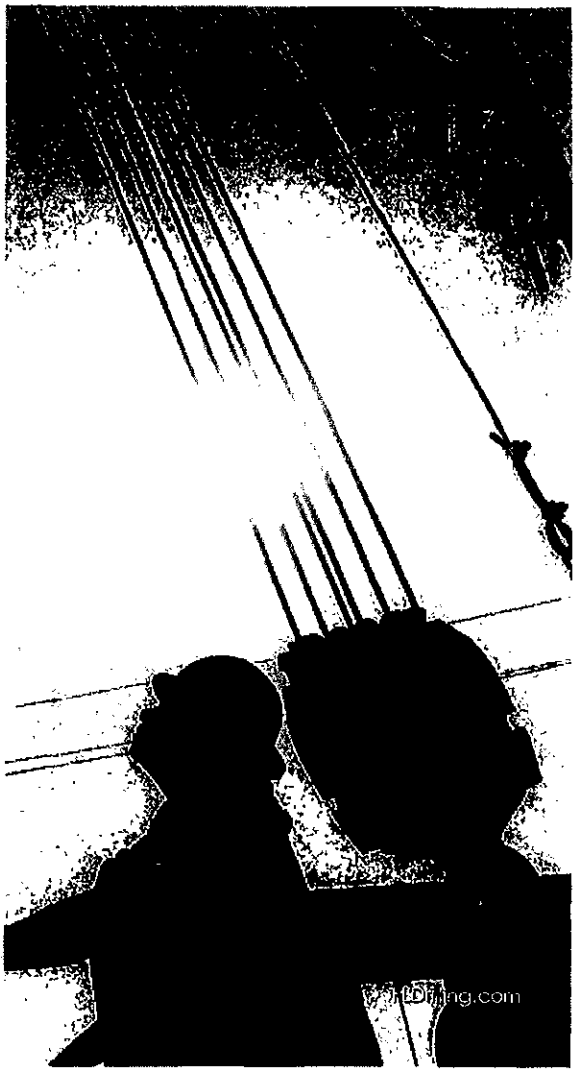


FLORIDA DRILLING
Human Resources

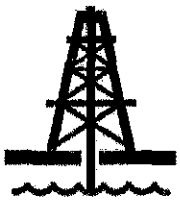
Overview

- Ensuring accurate OSHA compliance and reporting maintenance – Working with Universal Engineering Building Science and Safety Team
- Providing guidance pertaining to employee relations (hiring, separations, benefits admin, grievances, compensation, policy interpretation, safety, federal and state regulations)
- Maintaining payroll (weekly payroll processing, monitor time and attendance, upkeep personnel files, input company/status changes)
- Complying with state, federal tax, and IRS regulations
- Managing corporate rental properties throughout Florida

FLORIDA DRILLING



FLORIDA DRILLING
Drilling Services



Water Well Drilling & Construction Services

Public Water Supply Wells
- Screen & Gravel Pack Completions
- Open Hole Completions
- Multi Zone Completions
- Well Reconstruction
- Upper Floridan Aquifer RO Supply Wells

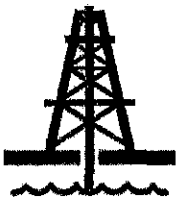
Other Well Types
- UIC Deep Injection Wells (Class I and Class V)
- Complex Multi Zone Deep Monitor Wells
- Single Zone Deep Monitor Wells
- Aquifer Storage & Recovery Wells
- Aquifer Recharge Wells
- Exploratory Wells
- Agricultural Wells
- Industrial Wells
- Geothermal Wells

Design Build
- From Surficial Supply Wells to Class I Deep Injection Well Systems; Florida Drilling Team includes Design, Permitting, Construction, Reporting, Testing & Topside Outfitting.

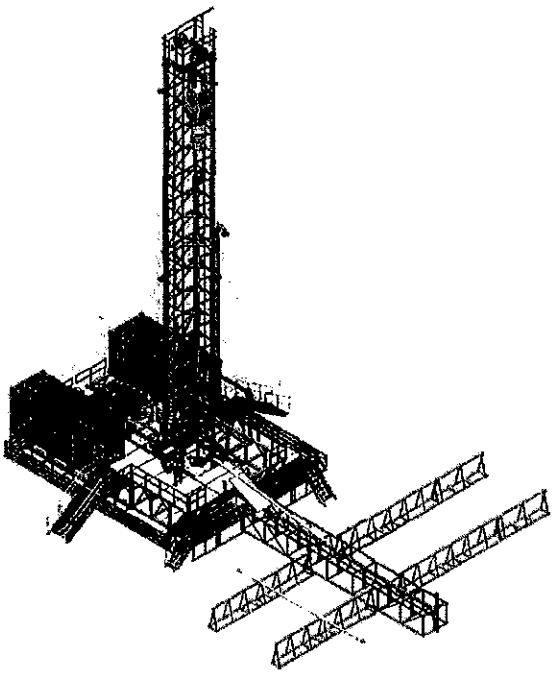
Media
- PRWC/Central Florida Water Initiative
  - https://youtu.be/ijNc7Vz1Cys

FLORIDA DRILLING

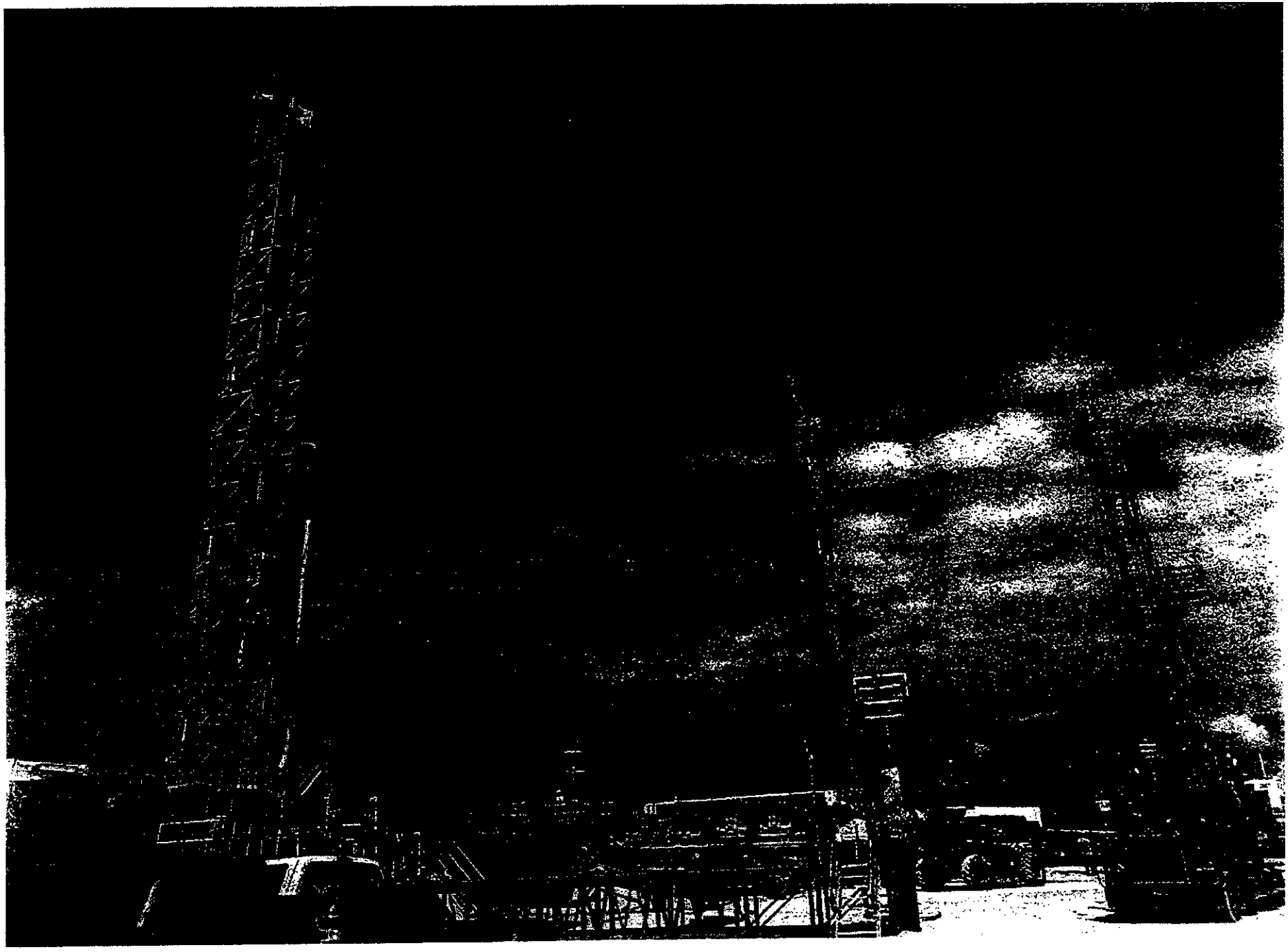
FLORIDA DRILLING
Internal Equipment Design Build Division

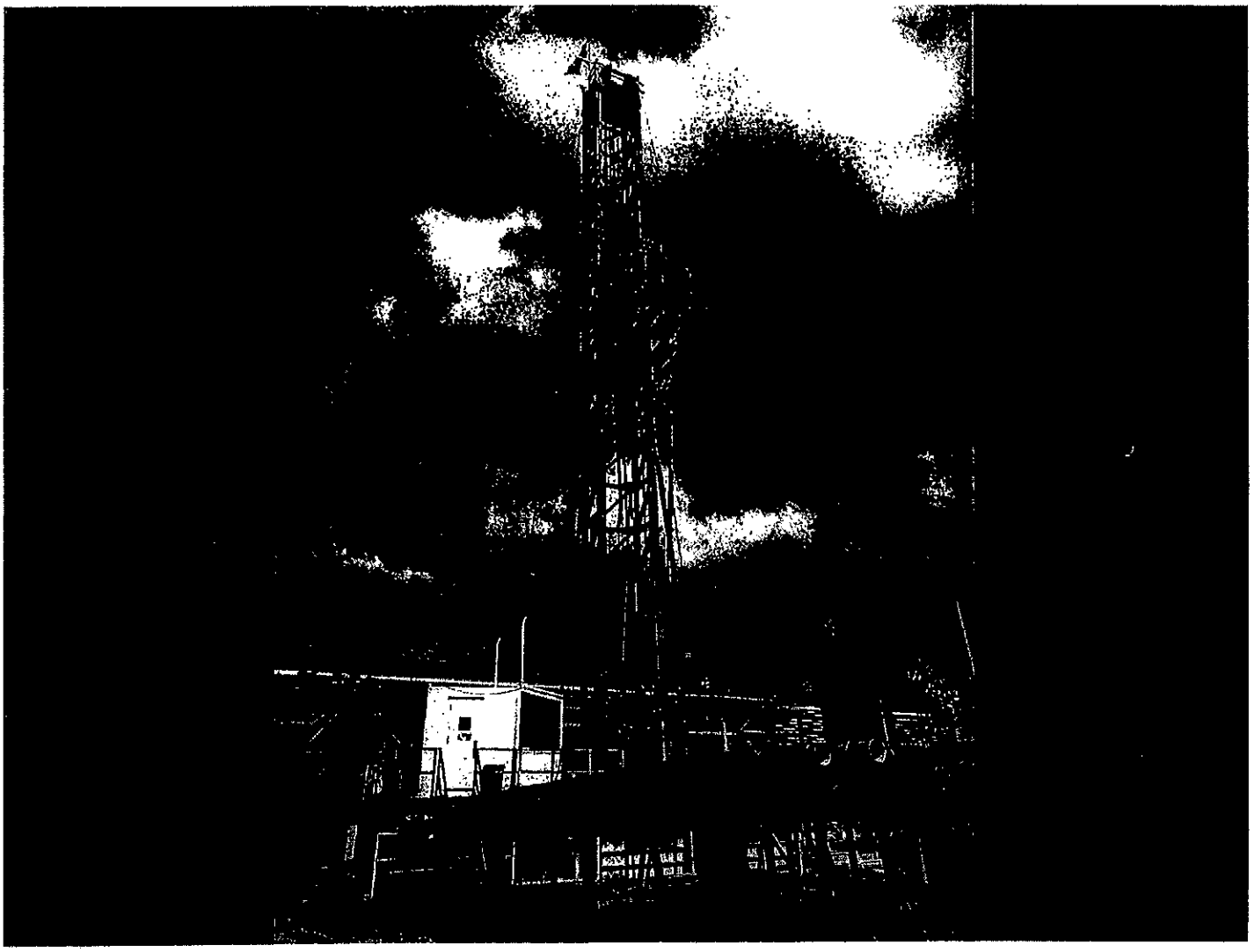


- SolidWorks – 3D CAD Design Software
- Designs for operating in a unique and industry-specific environment.
- Purpose-built with the consideration of maneuverability and packaging.
- We design our own equipment to overcome the demands of the industry.
- In house custom Fabricating shop with on staff design specialists and fabricators collaborating where equipment is built.
- All shown builds are designed, fabricated, and assembled in-house.

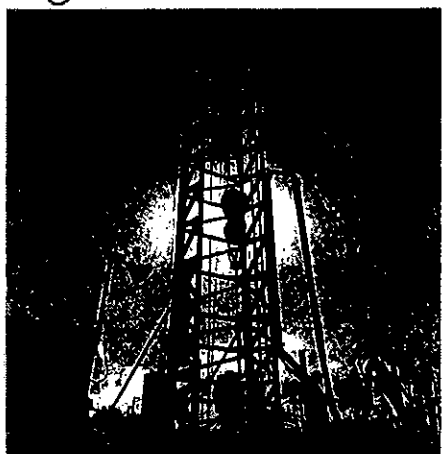


FLORIDA DRILLING





FLORIDA DRILLING
Rig Overview



E1

225,000# Mast
68' Super Single Configuration
Capabilities include:
- DIW
- All Electric Operation
- Portable for Urban and Quiet Sites
- Movable Without Special Permits: All Loads are Legal Weight and Size
- Full Reverse Air / Mud Capable
- 3,000'+ Capacity

E2

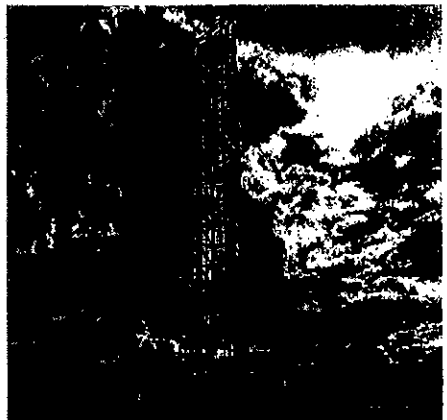
750,000# Mast
135' Top Drive Doubles Configuration
Capabilities include:
- Deep Injection Wells
- All Electric Operation
- Portable for Urban and Quiet Sites
- Movable Without Special Permits: All Loads are Legal Weight and Size
- Full Reverse Air / Mud Capable
- 5,000'+ Capacity

E3

- All Electric Operation
- Portable with Small Footprint
- Configurable to Accommodate Compact Sites
- Specialty Unit - Replacement of Existing Wells in Place via Over-Drill Method

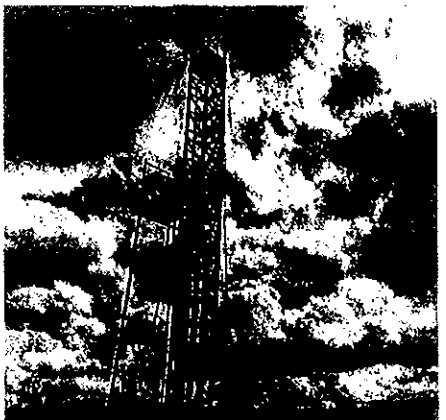
FLORIDA DRILLING

FLORIDA DRILLING
Rig Overview



E4

Commissioned January 2022
325,000# Mast
96' Doubles Configuration
Capabilities include:
- DIW, ASR, Recharge
- All Electric Operation
- Portable for Urban and Quiet Sites
- Movable Without Special Permits; All Loads are Legal Weight and Size
- Full Reverse Air / Mud Capable
- 3,000'+ Capacity

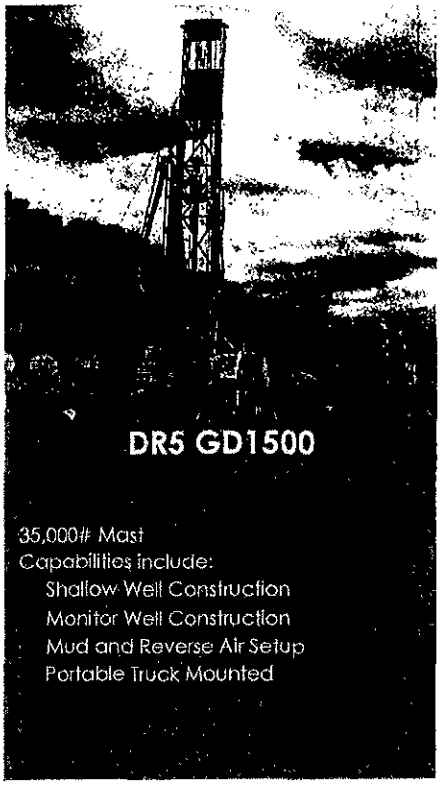


E5

Currently In Design
850,000# Mast
135' Doubles Configuration
Capabilities include:
- DIW, ASR, Recharge
- All Electric Operation
- Portable for Urban and Quiet Sites
- Movable Without Special Permits; All Loads are Legal Weight and Size
- Full Reverse Air / Mud Capable
- 5,000'+ Capacity

FLORIDA DRILLING

FLORIDA DRILLING
Rig Overview



DR5 GD1500

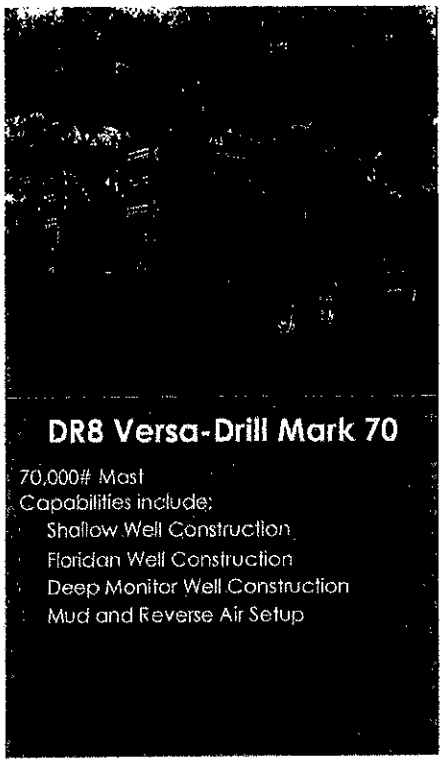
35,000# Mast
Capabilities include:
- Shallow Well Construction
- Monitor Well Construction
- Mud and Reverse Air Setup
- Portable Truck Mounted

DR7 Versa-Drill V-140

40,000# Mast
Capabilities include:
- Shallow Well Construction
- Floridan Well Construction
- Mud and Reverse Air Setup

FLORIDA DRILLING

FLORIDA DRILLING
Rig Overview



DR8 Versa-Drill Mark 70

70,000# Mast
Capabilities include:
- Shallow Well Construction
- Floridan Well Construction
- Deep Monitor Well Construction
- Mud and Reverse Air Setup

DR9 Versa-Drill Mark 70

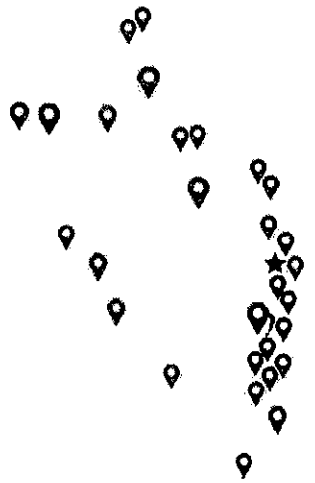
70,000# Mast
Capabilities include:
- Shallow Well Construction
- Floridan Well Construction
- Deep Monitor Well Construction
- Mud and Reverse Air Setup
- Delivery: November 2022

FLORIDA DRILLING

FLORIDA DRILLING
Recent Projects

★ Florida Drilling Headquarters

Select Projects and Project Locations



FLORIDA DRILLING

Florida Design Drilling LLC
7733 Hooper Rd
West Palm Beach, FL 33411
E: Contact@FLDrilling.com
561-844-2966

Daniel Ringdahl *CEO*
M: 561-324-3885
E: Dan@FLDrilling.com

Noah Ringdahl *President*
M: 561- 909-7295
E: Noah@FLDrilling.com

Bruce Balmer *VP Drilling*
M: 561-315-2459
E: Bruce@FLDrilling.com

Brandon Holst *VP / Sr. PM*
M: 561-568-1231
E: Brandon@FLDrilling.com

Mike Black *VP Wells*
M: 561-371-9241
E: Mike@FLDrilling.com

Jeffrey Holst *Senior VP GC*
M: 561-818-3228
E: Jeff@FLDrilling.com

Michael Perez *Accounts Payable*
M: 561-844-2966
E: AP@FLDrilling.com

Paula Williams *Controller*
M: 561- 267-5588
E: Paula@FLDrilling.com

Jeanine Alfieri *Human Resources*
M: 561-762-1837
E: HR@FLDrilling.com

FLORIDA DESIGN DRILLING

Equipment List

Rig E1:
Drawworks: Electric
Mast: 240,000#
Rotary: Rotary Table - Electric Drive
Power: All Electric - VFD Controlled

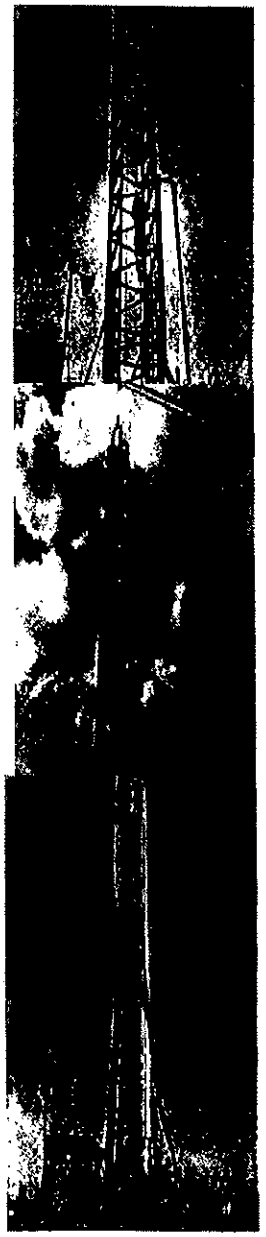
Rig E2:
Drawworks: Electric
Mast: 750,000#
Rotary: Top Drive - Electric Drive
Power: All Electric - VFD Controlled

Rig DR3:
Drawworks: 450hp Double Drum
Mast: 65' 200,000#
Blocks: 75 ton
Rotary: 18" Rotary Table - Electric Drive
Swivel: 75 ton
Power: Detroit 450hp

Rig DR5
Gardener Denver 1500
Mast: 27' 45,000#
Rotary: 12" Rotary Table
Power: Diesel

Rig DR7 Versa-Drill:
Drawworks: Hydraulic
Mast: 40,000#
Rotary: Top Drive - Hydraulic Drive
Power: Diesel

Rig DR8 Versa-Drill:
Drawworks: Hydraulic
Mast: 70,000#
Rotary: Top Drive - Hydraulic Drive
Power: Diesel



7733 Hooper Road, West Palm Beach, FL 33411
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor #11148
State of Florida Certified General Contractor CGC1522104

Rev:

FLORIDA DESIGN DRILLING

Rig E3
Casing Rotator / Overdrill Rig

Rig E4:
Drawworks: Electric
Mast: 350,000#
Rotary: Top Drive - Electric Drive
Power: All Electric - VFD Controlled

Mud System 200:
Processing Capacity: 1,000gpm
Storage Capacity: 10,000 gal
Downhole Capacity: 1,000gpm
Reserve Tank Capacity: 20,000 gal

Mud System 300:
Processing Capacity: 1,000gpm
Storage Capacity: 10,000 gal
Downhole Capacity: 1,000gpm
Reserve Tank Capacity: 20,000 gal

Mud System 400:
Processing Capacity: 600gpm
Storage Capacity: 5,000 gal
Downhole Capacity: 600gpm
Reserve Tank Capacity: 5,000 gal

Cementer:
Downhole Capacity: 5 Barrels/min
Mix Capacity: 7 Barrels/min
Mix Tank Volume: 10 Barrels
Volume, Density and Pressure Monitoring

Equipment:
All vegetable oil hydraulics
VFD control for pump testing
Various large test pumps

7733 Hooper Road, West Palm Beach, FL 33411
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor #11148
State of Florida Certified General Contractor CGC1522104

Rev:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Florida Design Drilling LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7733 Hooper Road

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach, Florida 33411

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

2	0	-	2	7	9	5	6	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 8. 12. 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Total Compliance Network, Inc.
Drug Free Workplace Programs

5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, Florida 33309
(954) 677-1200 Phone
(954) 677-1201 Fax

February 2, 2017

To Whom it May Concern:

Total Compliance Network implemented a State of Florida Drug Free Workplace Program for the company listed below. TCN also provided the below-indicated services. If you have any questions, please feel free to contact me at my office, (800) 881-4826.

Company Name: **Florida Design Drilling Corp**
Address: **7733 Hooper Rd.**
West Palm Beach, Fl. 33411
Telephone #: **561-324-3885**
Contact Person. **Dan Ringdahl**

TCN provided the above-named company with a Compliance Manual which includes:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

TCN has also set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

TCN has instructed the above-named contact person on the following procedures:

1. Distribution of 60-day Drug Free Workplace notification
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
   a. Job Applicants
   b. Post-accident
   c. Reasonable suspicion
   d. Return-to-work
   e. Random (if applicable).
   f. Routine fitness-for-duty.

TCN will also continue to act as a consultant for any questions regarding this program, but will not be held responsible for any company's negligence or inability to perform the State of Florida Drug Free Workplace requirements using TCN or TCN materials.

Total Compliance Network Representative: Nick Mirowsky 954-232-5650 nickmirowsky@cs.com

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 20, 2024
Secretary of State
4210929130CC

DOCUMENT# L22000534697

Entity Name: FLORIDA DESIGN DRILLING LLC

Current Principal Place of Business:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

Current Mailing Address:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 US

FEI Number: 20-2779560

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

RINGDAHL, DANIEL
7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 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: DANIEL RINGDAHL 02/20/2024
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR, CEO
Name	RINGDAHL, DANIEL C
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SENIOR VP
Name	HOLST, JEFFREY TURNER
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	HOLST, BRANDON K
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SECRETARY
Name	ALFIERI, JEANINE
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

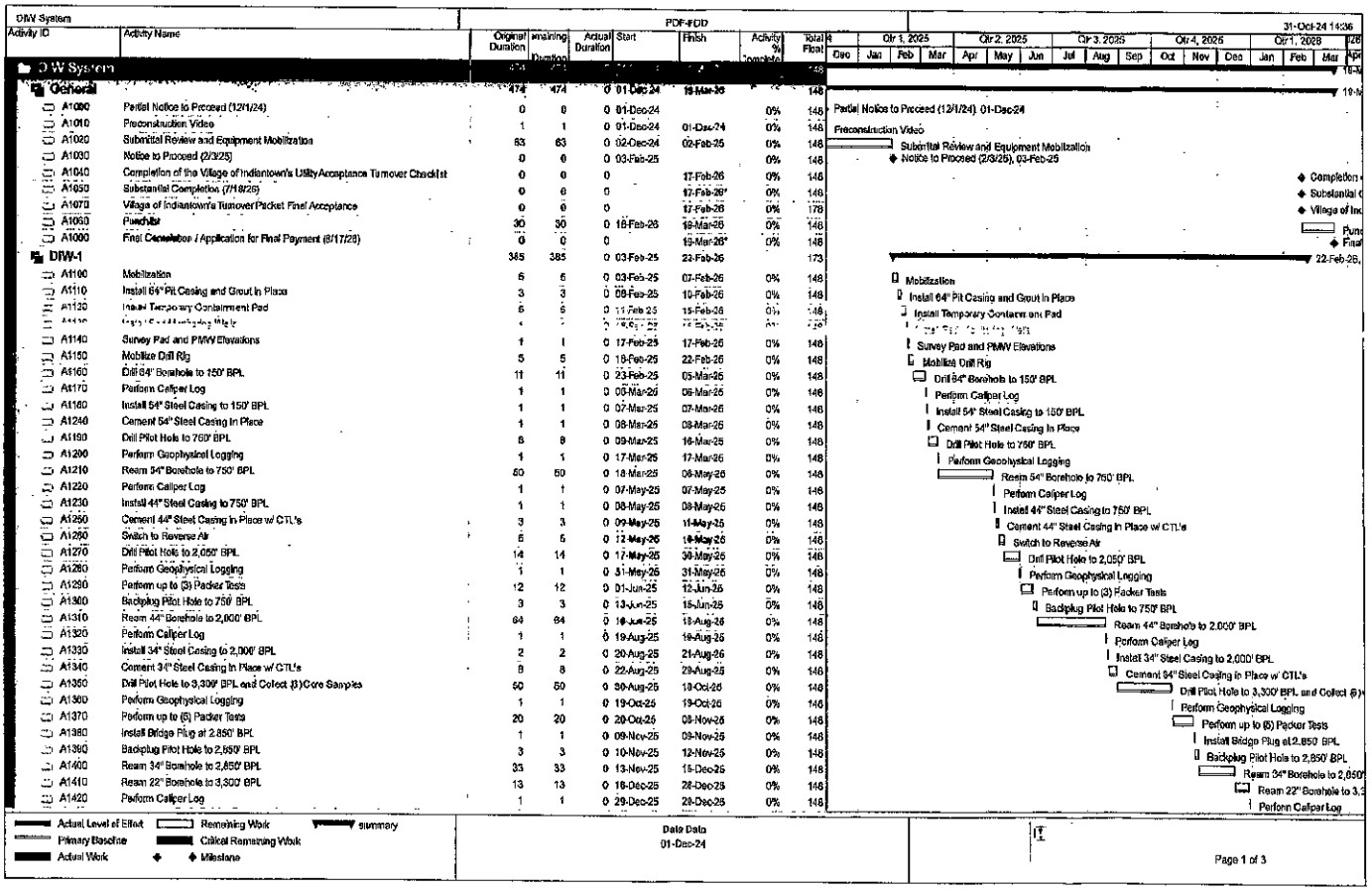
Title	MGR, PRESIDENT
Name	RINGDAHL, NOAH D
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	CONTROLLER
Name	WILLIAMS, PAULA V
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	BLACK, MICHAEL
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL RINGDAHL CEO 02/20/2024
Electronic Signature of Signing Authorized Person(s) Detail — Date

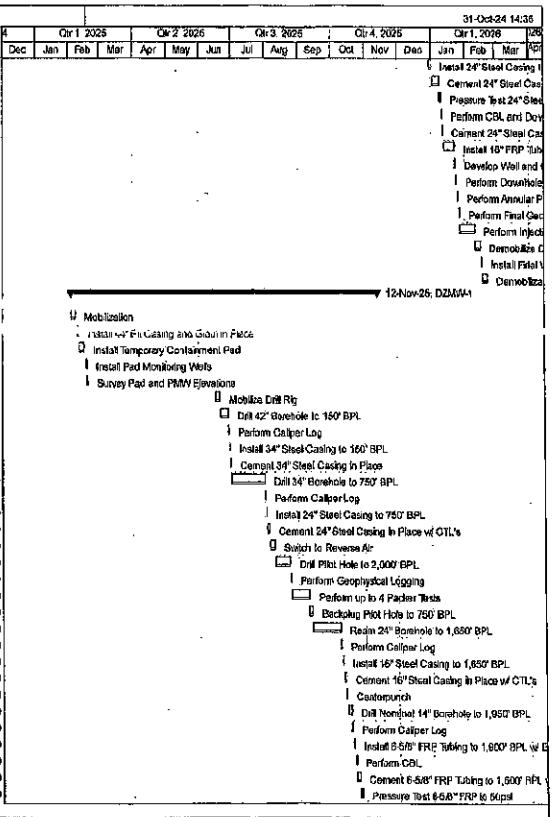

DIW System
PDF-FDD
31-Oct-24 14:36
Activity ID
Activity Name
Original Duration
Remaining Duration
Actual Duration
Start
Finish
Activity % Complete
Total Float
Qtr 1, 2025
Qtr 2, 2025
Qtr 3, 2025
Qtr 4, 2025
Qtr 1, 2026
Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar
DIW System
General
A1000 Partial Notice to Proceed (12/1/24) 0 0 0 01-Dec-24 0% 148
A1010 Preconstruction Video 1 1 0 01-Dec-24 01-Dec-24 0% 148
A1020 Submittal Review and Equipment Mobilization 63 63 0 02-Dec-24 02-Feb-25 0% 148
A1030 Notice to Proceed (2/3/25) 0 0 0 03-Feb-25 0% 148
A1040 Completion of the Village of Indiantown's Utility Acceptance Turnover Checklist 0 0 0 17-Feb-26 0% 148
A1050 Substantial Completion (7/18/26) 0 0 0 17-Feb-26* 0% 148
A1070 Village of Indiantown's Turnover Packet Final Acceptance 0 0 0 17-Feb-26 0% 148
A1080 Punchlist 30 30 0 18-Feb-26 19-Mar-26 0% 148
A1090 Final Completion / Application for Final Payment (8/17/26) 0 0 0 19-Mar-26* 0% 148
DIW-1
385 385 0 03-Feb-25 22-Feb-26 173
A1100 Mobilization 5 5 0 03-Feb-25 07-Feb-25 0% 148
A1110 Install 64" Pit Casing and Grout in Place 3 3 0 08-Feb-25 10-Feb-25 0% 148
A1120 Install Temporary Containment Pad 5 5 0 11-Feb-25 15-Feb-25 0% 148
A1130 Survey Pad and PMW Elevations 1 1 0 17-Feb-25 17-Feb-25 0% 148
A1150 Mobilize Drill Rig 5 5 0 18-Feb-25 22-Feb-25 0% 148
A1160 Drill 64" Borehole to 150' BPL 11 11 0 23-Feb-25 05-Mar-25 0% 148
A1170 Perform Caliper Log 1 1 0 06-Mar-25 06-Mar-25 0% 148
A1180 Install 54" Steel Casing to 150' BPL 1 1 0 07-Mar-25 07-Mar-25 0% 148
A1240 Cement 54" Steel Casing in Place 1 1 0 08-Mar-25 08-Mar-25 0% 148
A1190 Drill Pilot Hole to 750' BPL 8 8 0 09-Mar-25 16-Mar-25 0% 148
A1200 Perform Geophysical Logging 1 1 0 17-Mar-25 17-Mar-25 0% 148
A1210 Ream 54" Borehole to 750' BPL 50 50 0 18-Mar-25 06-May-25 0% 148
A1220 Perform Caliper Log 1 1 0 07-May-25 07-May-25 0% 148
A1230 Install 44" Steel Casing to 750' BPL 1 1 0 08-May-25 08-May-25 0% 148
A1250 Cement 44" Steel Casing in Place w/ CTL's 3 3 0 09-May-25 11-May-25 0% 148
A1260 Switch to Reverse Air 5 5 0 12-May-25 16-May-25 0% 148
A1270 Drill Pilot Hole to 2,050' BPL 14 14 0 17-May-25 30-May-25 0% 148
A1280 Perform Geophysical Logging 1 1 0 31-May-25 31-May-25 0% 148
A1290 Perform up to (3) Packer Tests 12 12 0 01-Jun-25 12-Jun-25 0% 148
A1300 Backplug Pilot Hole to 750' BPL 3 3 0 13-Jun-25 15-Jun-25 0% 148
A1310 Ream 44" Borehole to 2,000' BPL 64 64 0 16-Jun-25 18-Aug-25 0% 148
A1320 Perform Caliper Log 1 1 0 19-Aug-25 19-Aug-25 0% 148
A1330 Install 34" Steel Casing to 2,000' BPL 2 2 0 20-Aug-25 21-Aug-25 0% 148
A1340 Cement 34" Steel Casing in Place w/ CTL's 8 8 0 22-Aug-25 29-Aug-25 0% 148
A1350 Drill Pilot Hole to 3,300' BPL and Collect (6) Core Samples 50 50 0 30-Aug-25 10-Oct-25 0% 148
A1360 Perform Geophysical Logging 1 1 0 19-Oct-25 19-Oct-25 0% 148
A1370 Perform up to (6) Packer Tests 20 20 0 20-Oct-25 05-Nov-25 0% 148
A1380 Install Bridge Plug at 2,850' BPL 1 1 0 06-Nov-25 06-Nov-25 0% 148
A1390 Backplug Pilot Hole to 2,850' BPL 3 3 0 10-Nov-25 12-Nov-25 0% 148
A1400 Ream 34" Borehole to 2,850' BPL 33 33 0 13-Nov-25 15-Dec-25 0% 148
A1410 Ream 22" Borehole to 3,300' BPL 13 13 0 16-Dec-25 26-Dec-25 0% 148
A1420 Perform Caliper Log 1 1 0 29-Dec-25 29-Dec-25 0% 148
Partial Notice to Proceed (12/1/24), 01-Dec-24
Preconstruction Video
Submittal Review and Equipment Mobilization
Notice to Proceed (2/3/25), 03-Feb-25
Completion
Substantial
Village of In
Punc
Final
22-Feb-26,
Mobilization
Install 64" Pit Casing and Grout in Place
Install Temporary Containment Pad
Survey Pad and PMW Elevations
Mobilize Drill Rig
Drill 64" Borehole to 150' BPL
Perform Caliper Log
Install 54" Steel Casing to 150' BPL
Cement 54" Steel Casing in Place
Drill Pilot Hole to 750' BPL
Perform Geophysical Logging
Ream 54" Borehole to 750' BPL
Perform Caliper Log
Install 44" Steel Casing to 750' BPL
Cement 44" Steel Casing in Place w/ CTL's
Switch to Reverse Air
Drill Pilot Hole to 2,050' BPL
Perform Geophysical Logging
Perform up to (3) Packer Tests
Backplug Pilot Hole to 750' BPL
Ream 44" Borehole to 2,000' BPL
Perform Caliper Log
Install 34" Steel Casing to 2,000' BPL
Cement 34" Steel Casing in Place w/ CTL's
Drill Pilot Hole to 3,300' BPL and Collect (6)
Perform Geophysical Logging
Perform up to (6) Packer Tests
Install Bridge Plug at 2,850' BPL
Backplug Pilot Hole to 2,850' BPL
Ream 34" Borehole to 2,850'
Ream 22" Borehole to 3,
Perform Caliper Log
Actual Level of Effort
Remaining Work
Summary
Primary Baseline
Critical Remaining Work
Actual Work
Milestone
Data Date
01-Dec-24

DMV System

PDF-FDO

31-Oct-24 14:35

Activity ID	Activity Name	Original Duration	Remaining Duration	Actual Duration	Start	Finish	Activity % Complete	Total Float
A1430	Install 24"Steel Casing to 2,850' BPL	3	3	0	30-Dec-25	01-Jan-26	0%	148
A1440	Cement 24" Steel Casing to 500' BPL w/ CTL's	7	7	0	02-Jan-26	08-Jan-26	0%	148
A1450	Pressure Test 24"Steel Casing	2	2	0	09-Jan-26	10-Jan-26	0%	148
A1460	Perform CBL and Downhole Video Survey	1	1	0	11-Jan-26	11-Jan-26	0%	148
A1470	Cement 24" Steel Casing to Surface w/ CTL's	1	1	0	12-Jan-26	12-Jan-26	0%	148
A1480	Install 16"FRP Tubing w/ Swell Packer	10	10	0	13-Jan-26	22-Jan-26	0%	148
A1490	Develop Well and Collect Final Water Quality Sample	1	1	0	23-Jan-26	23-Jan-26	0%	148
A1500	Perform Downhole Video Survey	1	1	0	24-Jan-26	24-Jan-26	0%	148
A1510	Perform Annular Pressure Test	2	2	0	25-Jan-26	26-Jan-26	0%	148
A1520	Perform Final Geophysical Logging	1	1	0	27-Jan-26	27-Jan-26	0%	148
A1530	Perform Injection Test	14	14	0	28-Jan-26	10-Feb-26	0%	148
A1540	Demobilize Drill Rig	5	5	0	11-Feb-26	16-Feb-26	0%	148
A1550	Install Final Wellhead	2	2	0	16-Feb-26	17-Feb-26	0%	148
A1560	Demobilization and Site Restoration	5	5	0	18-Feb-26	22-Feb-26	0%	173
DZMW-1		283	283	0	03-Feb-25	12-Nov-25		275
A1570	Mobilization	5	5	0	03-Feb-25	07-Feb-25	0%	348
A1580	Install w/ Fit Casing and Grout in Place	2	2	0	10-Feb-25	11-Feb-25	0%	347
A1590	Install Temporary Containment Pad	5	5	0	11-Feb-25	16-Feb-25	0%	347
A1600	Install Pad Monitoring Wells	1	1	0	17-Feb-25	17-Feb-25	0%	346
A1610	Survey Pad and PMW Elevations	1	1	0	18-Feb-25	18-Feb-25	0%	346
A1620	Mobilize Drill Rig	5	5	0	16-Jun-25	20-Jun-25	0%	229
A1630	Drill 42" Borehole to 160' BPL	7	7	0	21-Jun-25	27-Jun-25	0%	229
A1640	Perform Caliper Log	1	1	0	28-Jun-25	28-Jun-25	0%	229
A1650	Install 34" Steel Casing to 160' BPL	1	1	0	29-Jun-25	29-Jun-25	0%	229
A1660	Cement 34" Steel Casing in Place	1	1	0	30-Jun-25	30-Jun-25	0%	229
A1670	Drill 34" Borehole to 750' BPL	31	31	0	01-Jul-25	31-Jul-25	0%	229
A1680	Perform Caliper Log	1	1	0	01-Aug-25	01-Aug-25	0%	229
A1690	Install 24" Steel Casing to 750' BPL	1	1	0	02-Aug-25	02-Aug-25	0%	229
A1700	Cement 24" Steel Casing in Place w/ CTL's	2	2	0	03-Aug-25	04-Aug-25	0%	229
A1710	Switch to Reverse Air	5	5	0	05-Aug-25	09-Aug-25	0%	229
A1720	Drill Pilot Hole to 2,000' BPL	14	14	0	10-Aug-25	23-Aug-25	0%	229
A1730	Perform Geophysical Logging	1	1	0	24-Aug-25	24-Aug-25	0%	229
A1740	Perform up to 4 Packer Tests	16	16	0	25-Aug-25	08-Sep-25	0%	229
A1750	Backplug Pilot Hole to 750' BPL	3	3	0	10-Sep-25	12-Sep-25	0%	229
A1760	Ream 24" Borehole to 1,650' BPL	25	25	0	13-Sep-25	07-Oct-25	0%	229
A1770	Perform Caliper Log	1	1	0	08-Oct-25	08-Oct-25	0%	229
A1780	Install 16" Steel Casing to 1,650' BPL	2	2	0	09-Oct-25	10-Oct-25	0%	229
A1790	Cement 16" Steel Casing in Place w/ CTL's	2	2	0	11-Oct-25	12-Oct-25	0%	229
A1800	Centerpunch	1	1	0	13-Oct-25	13-Oct-25	0%	229
A1810	Drill Nominal 14" Borehole to 1,950' BPL	4	4	0	14-Oct-25	17-Oct-25	0%	229
A1820	Perform Caliper Log	1	1	0	18-Oct-25	18-Oct-25	0%	229
A1830	Install 6-5/8" FRP Tubing to 1,900' BPL w/ External Cement Packer	2	2	0	19-Oct-25	20-Oct-25	0%	229
A1840	Perform CBL	1	1	0	21-Oct-25	21-Oct-25	0%	229
A1850	Cement 6-5/8" FRP Tubing to 1,600' BPL w/ CTL's	4	4	0	22-Oct-25	25-Oct-25	0%	229
A1860	Pressure Test 6-5/8" FRP to 50psi	2	2	0	26-Oct-25	27-Oct-25	0%	229



Actual Level of Effort | Remaining Work | Summary
Primary Baseline | Critical Remaining Work
Actual Work | Milestone

Data Date
01-Dec-24

Terra Lago Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 12, 2024

Via U.S. Mail and E-mail

Harvey Youngquist Jr.
Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, Florida 33908
harvey@youngquistbrothers.com

Re: ***Terra Lago Community Development District***
Notice of Intent to Award – Wastewater Treatment Facility
Injection Well System Improvements Project

Dear Mr. Youngquist:

The Terra Lago Community Development District ("District") received two (2) proposals in response to its Request for Proposals – Wastewater Treatment Facility Injection Well System Improvements Project ("RFP"). The proposals were reviewed on November 11, 2024, at a noticed public meeting of the District's Board of Supervisors ("Board"). In accordance with the Board's determination, Florida Design Drilling LLC ("FDD") was ranked the highest responsive and responsible proposer. This letter shall serve as the District's notification of intent to enter into a contract with FDD.

Please note that a failure to file a written notice of protest of this decision within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of this Notice of Intent to Award, followed within seven (7) calendar days (inclusive of Saturdays, Sundays and state holidays) by a formal written protest stating with particularity the facts and law upon which such protest is based, shall constitute a waiver of proceedings under Chapter 190, *Florida Statutes*, and the District's *Rules of Procedure*.

The District appreciates the interest you have shown in this project and wants to thank you for your efforts related to this request for proposals.

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

cc: Ryan J. Dugan, District Counsel (email only)

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION *Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 14, 2024* CANCELED	**Regular Meeting**	**1:00 PM**
November 5, 2024	**Landowners' Meeting**	**9:15 AM**
November 11, 2024**	**Regular Meeting**	**1:00 PM**
December 9, 2024	**Regular Meeting**	**1:00 PM**
December 16, 2024	**Continued Regular Meeting**	**11:00 AM**
January 13, 2025 CANCELED	**Regular Meeting**	**1:00 PM**
February 10, 2025	**Regular Meeting**	**1:00 PM**
March 10, 2025	**Regular Meeting**	**1:00 PM**
April 14, 2025	**Regular Meeting**	**1:00 PM**
May 12, 2025	**Regular Meeting**	**1:00 PM**
June 9, 2025	**Regular Meeting**	**1:00 PM**
July 14, 2025	**Regular Meeting**	**1:00 PM**
August 11, 2025	**Regular Meeting**	**1:00 PM**
September 8, 2025	**Regular Meeting**	**1:00 PM**

Exceptions

**October meeting date is on Columbus Day holiday.*

***November meeting date is on Veterans Day holiday.*