

## AGREEMENT 15-6469

for

### Well Drilling, Testing and Maintenance

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of November, 2017, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner") and **Wells & Water Systems Inc.**, authorized to do business in the State of Florida, whose business address is 3713 Pino Vista Way, Estero Florida 33928 (hereinafter referred to as the "Contractor").

### WITNESSETH:

1. **TERM AND COMMENCEMENT.** The Agreement shall be for a two (2) year period, commencing on date of Board of County Commissioners award and terminating in two (2) years from that date, or until such time as all outstanding Work Orders issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all the terms and conditions contained in this Agreement for two (2) additional, one (1) year renewals, renewable annually. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK.** The Board of County Commissioners deemed five (5) firms to be qualified and awarded an Agreement to each firm. Each awardee will enter into an Agreement to provide complete services for one or more of the following categories:

- Category 1: Companies who provide well testing, drilling and maintenance services for wells **200 feet or less**; and
- Category 2: Companies who provide well testing, drilling and maintenance services for wells **200 feet to less than 1200 feet**; and
- Category 3: Companies who provide well testing, drilling and maintenance services for **deep injection wells**; and
- Category 4: Companies who provide well testing, drilling and maintenance services for **ASR wells**.

Services will be provided on an as-needed basis as may be required by the Owner in accordance with the terms and conditions of Request for Proposal (RFP) **#15-6469** and the Contractor's proposal, which is incorporated by reference and made an integral part of this Agreement.



The County reserves the right to supply all necessary parts, materials, or equipment for selected projects and repairs. Negotiated prices shall be based on unit prices, but are subject to market and site conditions, quantities, and other considerations.

**Wells & Water Systems Inc.** has been awarded a contract in the following categories:

- Category 1: Companies who provide well testing, drilling and maintenance services for wells **200 feet or less**; and
- Category 2: Companies who provide well testing, drilling and maintenance services for wells **200 feet to less than 1200 feet**; and
- Category 3: Companies who provide well testing, drilling and maintenance services for **deep injection wells**; and
- Category 4: Companies who provide well testing, drilling and maintenance services for **ASR wells**.

The execution of this Agreement shall not be a commitment to the Contractor that any Work will be awarded to the Contractor. Rather, this Agreement governs the rights and obligation of the procedure to obtain Work and all Work undertaken by Contractor for Owner pursuant to this Agreement during the term and any extension of the term of this Agreement. Any County Agency may utilize the services offered under this Agreement, provided sufficient funds are included in the budget(s).

2.2 The procedure for obtaining Work under this Agreement is as follows:

**Procedures for projects with a value up to \$200,000 are as follows:**

1. The Summary of Work shall be provided to all Contractors.
2. Contractor shall respond with the information and/or proposal sought within ten (10) business days, or as specified in the Summary of Work.
3. The Project Manager will award the Work to the Contractor that submits the lowest responsive quote and the successful Contractor will receive of a Work Order.

**Procedures for projects with a value of \$200,000 to \$750,000 are as follows:**

1. The Summary of Work shall be provided to all Contractors.
2. Contractor shall respond with the information and/or proposal sought within ten (10) business days, or as specified in the Summary of Work.
3. Payment and Performance Bonds will be required and shall be provided within ten (10) business days after notification of award.
4. The Project Manager will recommend award of the Work to the Contractor that submits the lowest responsive quote. The award is subject to the approval of the Board of County Commissioners and the issuance of a Work Order.

In each Summary of Work, the Owner reserves the right to specify: the period of completion; collection of liquidated damages in the event of late completion; and the selected Price Methodology.

**2.3 Emergency Work/After-Hours:** Maintenance Contractors must participate in the emergency work per category. Emergency calls for assistance must be responded to within twenty-four (24) hours, with crews onsite within forty-eight (48) hours to begin repairs. Should a Contractor fail to

respond to an emergency call and fail to obtain emergency coverage by another Contractor. This Contract may be subject to termination. The resultant work will be distributed to the selected Contractors on a rotational basis per category among the awardees of each category. The Public Utilities Operations Division will coordinate the work among the awarded Contractors on a rotational basis.

#### 2.4 **Payment and Performance Bonds:**

- A. When a construction project is in excess of \$50,000 and more than thirty (30) days in duration, the Contractor **may be required** to provide Payment and Performance Bonds, in the form prescribed in Exhibit "A" and Exhibit "A-2," in the amount of 100% of the Contract Amount, the costs of which are to be paid by the Contractor.
- B. When a construction project is in excess of \$200,000, the Contractor **shall be required** to provide Payment and Performance Bonds, in the form prescribed in Exhibit "A" and Exhibit "A-2". The Payment and Performance Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., 75 Fulton Street, New York, NY 10038. Should the contract amount be less than \$500,000 the requirements of Section 287.0935, Florida Statutes shall govern the rating and classification of the surety.
- C. All performance security under the subsequent award shall be continued for a six (6) month period beyond the final completion of the project.

If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

2.5 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Contractor and the County Project Manager or designee, in compliance with the Procurement Ordinance, as amended and Procurement Procedures in effect at the time such services are authorized.

- 3. **THE AGREEMENT SUM.** The Owner shall pay the Contractor for the performance of the Work pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotation and pursuant to the Price Methodology in Section 3.1.

#### 3.1 **Price Methodology:**

**Lump Sum (Fixed Price):** A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.



**Time and Materials:** The County agrees to pay the Contractor for the amount of labor time spent by the Contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

**Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

4. **NOTICES.** All notices required or made pursuant to this Agreement to be given by the County to the Contractor shall be made in writing and shall be delivered by hand, by fax, e-mail, or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following Contractor's address of record:

**Wells & Water Systems, Inc.**  
**3713 Pino Vista Way**  
**Estero, Florida 33928**  
**Phone: (239) 872-5955**  
**Attn: Robert J. Kohlmeier, President**  
**Email: [rjk@floridadriller.com](mailto:rjk@floridadriller.com)**

All notices required or made pursuant to this Agreement to be given by the Contractor to the County shall be in writing and shall be delivered by hand, by fax, e-mail, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following County's address of record:

**Board of County Commissioners for Collier County, Florida**  
**Public Utilities Department**  
**Telephone: 239-252-6239**  
**Fax: 239-252-6612**  
**Attention: Pamela Libby, Water Distribution Manager**  
**Email: [pamelalibby@colliergov.net](mailto:pamelalibby@colliergov.net)**

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

5. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
6. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. Contractor is not responsible for paying for permits issued by Collier County, but is responsible for acquiring all



permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier county agencies when the Contractor is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor. Owner will not be obligated to pay for any permits obtained by Subcontractors. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

7. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
8. **TERMINATION.** With respect to this Agreement, should the Contractor be found to have failed to perform Contractor services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.
9. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
10. **INSURANCE.** The Contractor shall provide insurance as follows:
  - A. **Commercial General Liability:** Coverage shall have minimum limits of **\$1,000,000.00** Per Occurrence, **\$2,000,000.00** aggregate, for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.
  - B. **Business Auto Liability:** Coverage shall have minimum limits of **\$1,000,000.00** Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
  - C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements

The coverage must include Employers' Liability with a minimum limit of **\$1,000,000.00** for each accident.





Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "**Additional Insured**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

11. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

11.1 The duty to defend under this Article 11 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 11 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12. **BONDS.**

- A. When a construction project is in excess of \$200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.
- B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party (ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "A" and Exhibit "A-2".



- C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

13. **PAYMENTS**. Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may indicate on his response to the Request for Quotation his wish to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit "B" as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit "C."

14. **PAYMENTS WITHHELD**. Owner may decline to approve any Application for Payment, or portions thereof, because of defective or incomplete work, outstanding punchlist items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other Agreement between Contractor and Owner.

15. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.

16. **CONTRACT TIME AND TIME EXTENSIONS**.

- A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.
- B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor



shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

17. **CHANGES IN THE WORK.** Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County's Procurement Ordinance and Procurement Procedures in effect at the time such modifications are authorized.

A Change Order in the form attached as Exhibit "D" to this Agreement, shall be issued and executed promptly after an Agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change order in the manner as Owner and Contractor shall mutually agree.

18. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in accordance with the Procurement Ordinance, as amended, and Procurement Procedures.
19. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements in F.S. § 119.0701(2)(a)-(b) as stated as follows:

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



**Communication and Customer Relations Division**  
**3299 Tamiami Trail East, Suite 102**  
**Naples, FL 34112-5746**  
**Telephone: (239) 252-8383**

The Contractor must specifically comply with the Florida Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

20. **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.
21. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.
22. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the RFP, the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.



23. **WARRANTY.** Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

25. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

26. **PROTECTION OF WORK.**

- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- B. 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 property to stresses or pressures that will endanger it.
- C. Contractor shall not disturb any benchmark established by the Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the Owner's benchmarks, Contractor shall immediately notify Owner. The Owner shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.



27. **EMERGENCIES.** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

28. **COMPLETION.** When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner in writing that the entire Work (or such designated portion) is substantially complete and request that Owner issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner and Contractor shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, the Owner shall notify Contractor in writing giving the reasons therefor.

If Owner considers the Work (or designated portion) substantially complete, Owner shall prepare and deliver to Contractor a Certificate of Substantial Completion, Exhibit E, which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment.

Owner shall have the right to exclude Contractor from the Work and Project site (or designated portions thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Owner will make such inspection and, if Owner finds the Work acceptable and fully performed under the Contract Documents, Owner shall promptly issue a Certificate of Final Completion, Exhibit F, recommending that on the basis of Owner's observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Final payment shall not become due and payable until Contractor submits:

- (1) The Release and Affidavit in the form attached as Exhibit "B."
- (2) Consent of Surety (if applicable) to final payment.
- (3) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.
- (4) The warranty in the form attached as Exhibit "G".



Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is completely satisfied, the final payment shall not become due and payable.

29. **LIQUIDATED DAMAGES.** The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by Owner within the time specified in the Request for Quotation.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

30. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Public Utilities Department.
31. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the attached or referenced component parts, all of which are as fully a part of the Agreement as if herein set out verbatim, including: Contractor's Proposal, Insurance Certificate(s), RFP No. 15-6469, any addenda, any Quotations/Work Orders made or issued pursuant to this Agreement, and any related plans or specifications for any such Quotations or Work Orders.
32. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.



Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

33. **SUBJECT TO APPROPRIATION.** It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
34. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax.
35. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.
36. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
37. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful proposer.
38. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
39. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed



each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail ([DL-FMOPS@colliergov.net](mailto:DL-FMOPS@colliergov.net)) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

40. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
41. **SAFETY.** All contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any department/division and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

\*\*\*\*\*Remainder of page intentionally left blank\*\*\*\*\*





IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: *Dwight E. Brock*

Dated: 11-28-2017

(Seal)  
Attest as to Chairman's  
signature only.

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Penny Taylor*  
Penny Taylor, Chairman

Approved as to Form and Legality:

*Jeff R. Land*  
Assistant County Attorney

Deputy

Contractor's Witnesses:

Wells & Water Systems, Inc.  
Contractor

*Jackie Selinsky*  
First Witness

Jackie Selinsky  
Print Name and Title

*Josephine R Ward*  
Second Witness

Josephine R Ward  
Print Name and Title

By: *[Signature]*  
Signature

Robert J Kohlmeier PRES.  
Print Name and Title

**EXHIBIT A  
PUBLIC PAYMENT BOND**

Bond No. \_\_\_\_\_  
Contract No. 15-6469

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_  
\_\_\_\_\_, (Business Address) are held and firmly bound  
to \_\_\_\_\_ as Oblige in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) for the payment whereof we bind ourselves, our heirs, executors, personal  
representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
with Oblige for \_\_\_\_\_ in accordance with  
drawings and specifications, which contract is incorporated by reference and made a part hereof, and  
is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes,  
supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the  
prosecution of the work provided for in the contract, then this bond is void; otherwise it remains in full  
force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event  
will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment  
Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, the name of under-signed representative, pursuant to authority of its governing  
body.



Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
Witness as to Surety

OR



\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_, Surety, on behalf of Surety. He/She is personally known  
to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_



**EXHIBIT A-2  
PUBLIC PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Contract No. 15-6469

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, located at \_\_\_\_\_  
\_\_\_\_\_ (Business Address) are held and firmly bound to \_\_\_\_\_  
\_\_\_\_\_, as Oblige in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, with Oblige for \_\_\_\_\_  
\_\_\_\_\_

in accordance with drawings and specifications, which contractor is incorporated by reference and made a part  
hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alternations or additions to the terms of the Contract or to work or to the specifications.

04

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penal sum of this Performance bond regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of :

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
201\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.  
He/She is personally known to me OR has produced \_\_\_\_\_ as identification and  
did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_





ATTEST:

SURETY:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)



**EXHIBIT B**  
**RELEASE AND AFFIDAVIT FORM**

COUNTY OF COLLIER )  
STATE OF FLORIDA )

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_ who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid,  
\_\_\_\_\_ ("Contractor") releases and waives for itself and it's subcontractors,  
material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or  
in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance  
of the Agreement between Contractor and Owner, dated \_\_\_\_\_, 20\_\_\_\_ for the period from  
\_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for  
labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a  
demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of  
liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work  
covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.  
\_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_ President

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witnesses

[Corporate Seal]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

NAME: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commissioner No.: \_\_\_\_\_

\_\_\_\_\_(County Project Manager)  
\_\_\_\_\_(County Department)  
Collier County Board of County Commissioners (the OWNER) or  
Collier County Water-Sewer District (the OWNER)

Project No. \_\_\_\_\_

Application Date \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor's Representative)  
 \_\_\_\_\_ (Contractor's Name)  
 \_\_\_\_\_ (Contractor's Address)

Payment Application No. \_\_\_\_\_  
for Work accomplished through the Date: \_\_\_\_\_

RE: \_\_\_\_\_ (Project Name)

Original Contract Time: \_\_\_\_\_  
Revised Contract Time: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Total Change Orders to Date \$ \_\_\_\_\_

Revised Contract Amount \$ \_\_\_\_\_

Total value of Work Completed

and stored to Date \$ \_\_\_\_\_

Less previous payment (s) \$ \_\_\_\_\_

AMOUNT DUE THIS

APPLICATION: \$ \_\_\_\_\_

Retainage @ 10% thru [insert date] \$ \_\_\_\_\_

Retainage @ \_\_\_\_% after [insert date] \$ \_\_\_\_\_

Percent Work completed to Date: \_\_\_\_\_

Percent Contract Time completed to Date \_\_\_\_\_

Liquidated Damages to be Accrued \$\_\_\_\_\_

CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; (4) and CONTRACTOR agrees that all overruns as shown on the monthly estimate summary shall, in fact, be added to the revised contract and shall be incorporated into a future Change Order:

By CONTRACTOR: \_\_\_\_\_ (Contractor's Name)  
(Signature)

DATE: \_\_\_\_\_ (Type Name & Title)  
 \_\_\_\_\_  
 (shall be signed by a duly authorized representative of CONTRACTOR)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended:

By Design Professional : \_\_\_\_\_ (DP's Name)  
(Signature) DATE: \_\_\_\_\_

\_\_\_\_\_ (Type Name & Title)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER'S Project Manager: \_\_\_\_\_ (Signature) DATE: \_\_\_\_\_  
(Type Name and Title)

# **EXHIBIT D** **CHANGE ORDER**

☐ Contract Modification      ☐ Work Order Modification

Contract #:       Change #:       Purchase Order #:       Project #:

Contractor/Firm Name:       Contract #/Project Name:

Project Manager Name:       Division:

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (Master)
Dollar Amount of this Change		#DIV/0!	Total Change from Original Amount
Revised Contract/Work Order Total	\$ 0.00	#DIV/0!	Change from Current BCC Approved Amount
Cumulative Changes	\$ 0.00	#DIV/0!	Change from Current Amount

## **Completion Date, Description of the Task(s) Change, and Rationale for the Change**

Notice to Proceed Date:       Original Completion Date:       Last Approved Date:       Revised Date:  (includes this change)

# of Days Added below:       Select Tasks: ☐ Add new task(s)    ☐ Delete task(s)    ☐ Change task(s)    ☐ Other (see below)

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Project Manager Name and Division)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Design Professional and Name of Firm, if project applicable)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Procurement Professional)

**EXHIBIT E**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. \_\_\_\_\_

PROJECT: \_\_\_\_\_

---

CONTRACTOR \_\_\_\_\_

Contract For \_\_\_\_\_

Contract Date \_\_\_\_\_

---

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To \_\_\_\_\_  
**OWNER**

And  
To \_\_\_\_\_

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the contract documents on:

**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.



The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

The following documents are attached to and made a part of this Certificate:

---

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

---

Executed by Design Professional on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Design Professional

By: \_\_\_\_\_  
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Type Name and Title





**EXHIBIT F**

**CERTIFICATE OF FINAL COMPLETION**

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. \_\_\_\_\_  
PROJECT: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract For \_\_\_\_\_

Contract Date \_\_\_\_\_

This Certificate of Final completion applies to all Work under the Contract documents.

To \_\_\_\_\_  
**OWNER**

And  
To \_\_\_\_\_

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

\_\_\_\_\_  
**DATE OF FINAL COMPLETION**



\_\_\_\_\_  
The warranty in Exhibit G is attached to and made a part of this Certificate:

\_\_\_\_\_  
Executed by Design Professional on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Design Professional

By: \_\_\_\_\_  
Type Name and Title

CONTRACTOR accepts this Certificate of Final Completion on \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Type Name and Title

OWNER accepts this Certificate of Final Completion on \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Type Name and Title



**EXHIBIT G**

**WARRANTY**

In consideration of ten dollars, (\$10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Name and Address of CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF FINAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes*, Chapter 95, *et seq.*

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

Attest: \_\_\_\_\_



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2017

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 Gulfshore Insurance, Inc SWFL 4100 Goodlette Road N Naples, FL 34103 239 261-3646	CONTACT NAME: Emma Blanco, CPSR
	PHONE (A/C, No, Ext): 239 659-8873 FAX (A/C, No): 239-213-2803 E-MAIL ADDRESS: EBlanco@gulfshoreinsurance.com
INSURED Wells & Water Systems Inc. 3713 Pino Vista Way Estero, FL 33928	INSURER(S) AFFORDING COVERAGE
	INSURER A : National Trust Insurance Compan
	INSURER B : FCCI Insurance Company
	INSURER C :
	INSURER D :
	INSURER E :

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GL0019770	06/02/2017	06/02/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car	X		CA100014312	06/02/2017	06/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			UMB100014317	06/02/2017	06/02/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	001WC17A76255	06/02/2017	06/02/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Collier County Board of County Commissioners is included as Additional Insured For any and all work performed in Collier County with respects to General Liability only as required by contract including Waiver of Subrogation, ongoing and completed operations per form CGL088 1013, on a primary non-contributory basis per form CGL084 1013. Additional Insured and Waiver of Subrogation with regard to Auto Liability as required by written contract per form CAU059 1209. Waiver of Subrogation applies to Workers Compensation per form WC000313. 30 Days Notice of Cancellation Except 10 for Nonpayment.

## CERTIFICATE HOLDER

## CANCELLATION

Collier County Board of County  
Commissioners  
3295 Tamiami Trl E  
Naples, FL 34112

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



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