

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER
GOVERNMENTAL ENTITY**

This Piggyback Agreement (Agreement) is entered into by and between the **Polk Regional Water Cooperative** an independent special district created under the laws of the State of Florida whose address is 330 West Church Street, Bartow, Florida 33831, hereinafter referred to “the **Cooperative**”, AND **Florida Design Drilling Corporation**, a Florida Profit Corporation whose mailing address is 7733 Hooper Road, West Palm Beach, Florida 33411, hereinafter referred to as “the **Contractor**”.

RECITALS

WHEREAS, the South Florida Water Management District entered into an agreement with the Contractor on October 31, 2017, to provide drilling services related to the drilling and testing of Lower Floridan Aquifer wells; and

WHEREAS, the Cooperative upon the passing of a resolution adopted by its Board of Directors has the legal authority to piggyback onto a purchasing agreement procured in accordance with Chapter 287.057 Florida Statutes by another governmental entity pursuant to Section 189.053, Florida Statutes, when seeking to utilize the same or similar services provided in said agreement; and

WHEREAS, the Cooperative desires to piggyback onto the above referenced purchasing agreement between the Contractor and the South Florida Water Management District for utilization of the same or similar services for the construction of lower Floridan Aquifer test wells and all appurtenances related to same.

NOW THEREFORE having found it to be in the public interest, the parties agree as follows:

1. The above listed recitals are true and correct and are incorporated herein by reference.
2. The Contractor affirms and ratifies the terms and conditions of the above listed agreement with the South Florida Water Management District and agrees to perform the services as set forth therein for the Cooperative until the work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Agreement, the term “Polk Regional Water Cooperative” shall be substituted for the term “South Florida Water Management District” throughout the Contract Documents.
3. The Cooperative agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the agreement with the South Florida Water Management District.

4. Provided that the Notice to Proceed is issued by or before January 31, 2018, the Contractor shall have substantive work, including water quality sampling, completed by April 2, 2019 with all work completed no later than June 1, 2019; these dates shall be adjusted on a day per day basis should the Notice to Proceed not be issued by January 31, 2018.
5. The Contractor and the Cooperative agree to modify the agreement between the Contractor and the South Florida Water Management District as follows:

- a. Public Records Requirement

The parties acknowledge that the Cooperative is a Florida independent special district and subject to the Florida Public Records Law.

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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: RECORDS MANAGEMENT LIASON OFFICER, POLK COUNTY, 330 WEST CHURCH ST, BARTOW, FL 33830, TELEPHONE: (863) 534-7527, EMAIL: RMLO@POLK-COUNTY.NET

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the Cooperative in performance of services pursuant to this Agreement. Upon request from the Cooperative's Coordinator shall provide the Cooperative 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall 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 this Agreement and following completion of the this Agreement if the Contractor does not transfer the records to the Cooperative. Contractor shall, upon completion of this Agreement will, transfer, at no cost, to the Cooperative all public records in possession of the Contractor or keep and maintain public records required by the Cooperative to perform services pursuant to this Agreement. If the Contractor transfers all public records to the Cooperative upon completion of this Agreement, then the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Cooperative, upon request from the Cooperative's Coordinator in a format that is compatible with the information technology systems of the Cooperative.

b. Dispute Resolution

b.1 In the event of any dispute under this Agreement which cannot be readily resolved, it shall be referred to the appropriate executives of the Cooperative and Contractor for negotiation and resolution as described below:

b.1.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided herein.

b.2 All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.

b.3 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current International Institute for Conflict Prevention and Resolution ("CPR") Mediation Procedures, with the following exceptions:

b.3.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and

b.3.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been

reached. Neither Party may withdraw before the conclusion of the proceeding.

b.3.3 The Parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

b.3.4 If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Article, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

b.4 The procedures specified in this article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if in its reasonable judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Article.

b.5 In the event of a dispute arising under this Agreement cannot be settled through mediation, arbitration, or by any other methods of dispute resolution necessitating litigation and other means of enforcement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs, and the fees of other professionals, including experts, incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are necessary to settle the dispute.

c. Engineer shall be Carollo Engineers, Inc.

d. Insurance Requirements

Insurance requirements pursuant to this Agreement are listed in Exhibit A.

e. Indemnification Requirement

The indemnification agreement listed in Exhibit B must be executed by Contractor.

f. Minimal Safety Requirements

Although Contractor is responsible for Contractor's safety practices, the minimal

requirements are listed in Exhibit C.

- g. The schedule of values are listed in Exhibit D.
- h. The terms, covenants and conditions set forth in the agreement between the Contractor and the South Florida Water Management District not specifically amended herein, will continue in existence, and are hereby ratified, approved, and confirmed, and will remain binding upon the parties hereto.
- i. The South Florida Water Management District executed contract is attached in Exhibit E. The South Florida Water Management District contract documents for Request for Bid No. 6000000853 "CFWI Lower Floridan Aquifer Drilling and Testing C30 Site, Osceola County FL" are incorporated herein by reference.
- j. This agreement shall become effective on the later of the dates following the parties' signatures below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

COOPERATIVE:

Polk Regional Water Cooperative

By: _____
Commissioner George Lindsey, III
Chair

Date: _____

By: _____
Gene Heath
Administrator

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Edward P de la Parte, Jr.
De la Parte & Gilbert
Legal Counsel

CONTRACTOR:
Florida Design Drilling Corporation

By: _____
Daniel C, Ringdahl, President

Date: _____

ATTEST

Michael D. Black
Vice President

(CORPORATE SEAL)

Exhibit A

Insurance Requirements

INSURANCE REQUIREMENTS

Polk Regional Water Cooperative Phase I Combined Projects Implementation Agreement Project

STATEMENT OF PURPOSE

The City of Lakeland (“Lakeland”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined), and Lakeland, as a courtesy, is assisting the Polk Regional Water Cooperative (the “Cooperative”).

Such Agreements shall contain at a minimum risk management/insurance terms to protect Lakeland’s and the Cooperative’s interests and to minimize their potential liabilities. Accordingly, the following minimum requirements shall apply:

COOPERATIVE DEFINED

The term Cooperative (wherever it may appear) is defined to mean the Polk Regional Water Cooperative itself, its Directors, employees, volunteers, representatives, agents, and members (including the members Commissions and Counsels, employees, volunteers, representatives, and agents). A complete list of the members of the Cooperative is attached hereto as Annex A.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the Cooperative and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The Cooperative may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the Cooperative.

Insurance Requirements (cont'd)

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the Cooperative, on policies and with insurers acceptable to the Cooperative, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The Cooperative does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for Workers' Compensation and Professional Liability, the Other Party's insurance policies shall be endorsed to name the Cooperative as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Cooperative for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for Workers' Compensation, the Other Party waives its right of recovery against the Cooperative, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Cooperative and may be disapproved by the Cooperative. They shall be reduced or eliminated at the option of the Cooperative. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Cooperative shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the Cooperative, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the Cooperative or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the Cooperative's acceptance of renovation or construction properties.

Insurance Requirements (cont'd)

The liability limits shall not be less than:

Bodily Injury and Property Damage **\$4,000,000.00 Single limit each occurrence**

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage **\$4,000,000.00 Single limit each occurrence**

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the Employer's Liability, Commercial Automobile Liability, and Commercial General Liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: **\$1,000,000.00**

ADDITIONAL INSURANCE

Additional Insurance: The Cooperative requires the following types of insurance.

Builder's Risk Coverage: Builder's Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance and covering off-site storage, transit and installation risks as indicated in the Installation Floater (below) and Transportation insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Cooperative and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

The liability limits shall not be less than **Full Replacement Cost**.

Insurance Requirements (cont'd)

Installation Floater Coverage This coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

The liability limits shall not be less than **Full Replacement cost**.

Crane or Riggers Liability: This insurance covers legal liability protection for the individual or business entity when acting as a rigger for the property of others in their care, custody and control.

The liability limits shall not be less than Full replacement cost of what is on hook.

Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the Cooperative as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than:

Contractor's Pollution Liability: This is a contractor's base policy, which should be provided on an occurrence basis, Contractor's Pollution Liability provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor.

The liability limits shall not be less than: **\$5,000,000.00 single limit each occurrence.**

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the Cooperative shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the Cooperative at least 15 days prior to coverage renewals.

Insurance Requirements (cont'd)

If requested by the Cooperative, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Cooperative, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Cooperative, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Annex A

Cooperative Members

POLK REGIONAL WATER COOPERATIVE MEMBER GOVERNMENTS

City of Auburndale

City of Bartow

City of Davenport

Town of Dundee

City of Eagle Lake

City of Fort Meade

City of Frostproof

City of Haines City

City of Lake Alfred

Town of Lake Hamilton

City of Lakeland

City of Lake Wales

City of Mulberry

City of Polk City

Polk County Government

City of Winter Haven

Exhibit B

Indemnification Agreement

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Agreement Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the Cooperative, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the Cooperative, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Cooperative, the Consultant, or any other person or organization.

Applicability: It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

 Agreement is applicable to all contracts, purchase orders and other work performed for the Cooperative for the time period of not more than five (5) years.

_____ to _____.
(Date) (Date)

(OR)

 X **Agreement is limited to Purchase Order # _____, or Contract dated _____.**

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Cooperative, except for "Professional Liability." In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the Cooperative.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the Cooperative and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Cooperative or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and Cooperative at the time of final payment.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Florida Design Drilling Corporation.
Name of Organization

BY: _____
Signature of Owner or Officer

dan@fldrilling.com
E-Mail Address

STATE OF : _____
COUNTY OF: _____

(561) 844-2966
Organization Phone Number

The foregoing instrument was acknowledged before me this ____ day of _____, 2018

by Daniel C, Ringdahl, of Florida Design Drilling Corporation
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

POLK REGIONAL WATER COOPERATIVE

BY: _____
Gene Heath, Coordinator, Polk Regional Water Cooperative

DATE _____

Exhibit C

Minimal Safety Requirements

SPECIFICATION SAFETY REQUIREMENTS
(Revised September 2014)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All Cooperative project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. GENERAL

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with federal, county, and local, or any other agency's rules and regulations regarding safety.

B. The Cooperative's safety personnel or any Cooperative member may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Cooperative; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The Cooperative reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Cooperative that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Cooperative be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the Cooperative for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All Cooperative safety policies and procedures will be strictly adhered to and enforced by the Cooperative, which may include work stoppage or removal of Contractor and/or personnel. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

A. All persons on Cooperative property or construction site will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.

B. All persons on Cooperative property or construction site will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or “cowboy style” hard hats are not acceptable at any time.

C. All persons on Cooperative property or construction site and in an area where the noise level exceeds 85db must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.

D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location. Suitable work shoes will should hardened toes and shanks constructed of either steel or composite material.

E. Work conducted in an elevated position will require that:

1. Any person on Cooperative property or construction site working on or in an elevated location (four feet above ground level) regardless of the installation of handrails or guardrails must wear safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person’s fall to a “minimum distance”. (29CFR 1910.66 applies to all cases)

2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.

3. Any person on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness or otherwise appropriate fall protection.

4. Compliance with 29CFR 1910.269 is required. Distance requirements as detailed in this standard to energized lines must be adhered to.

F. Any person on Cooperative property or construction site, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.

G. Respiratory Protection:

- (1) Contractors are required to comply with 29 CFR 1910.134 and all of its provisions. This includes ensuring appropriate medical exams and fit testing is conducted on an annual basis.

- (2) If cutting or mixing concrete or any other material known to contain silicon, respiratory protection of at least an N95 rated mask or wetting of the dust to prevent aerosolization is required.

H. Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work,

materials, or equipment to the satisfaction of, and at no additional cost to, the Cooperative, unless otherwise addressed in the Contract.

III. TOXIC SUBSTANCES

The Contractor shall be responsible for compliance any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the Cooperative's field representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide/give to the Cooperative's field representative a copy of manufacturer's MSDS or SDS (as appropriate) for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Contractor or Subcontractor prior to the substance(s) being delivered to the Cooperative's property.

The Contractor and/or Subcontractor must be provided MSDS(s) or SDS's (as appropriate) which is / are in the possession of the Cooperative upon receipt of a written request. The Cooperative may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise Cooperative's field representative about safety and any dangers Cooperative employees will be subjected to, due to the presence of chemicals on the project site.

IV STORMWATER DRAINAGE AND SURFACE WATER PROTECTION

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-stormwater discharges to the Cooperative's municipal separate stormwater system (MS4) and/or surface water bodies, including: the Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the Lakeland Land Development Regulations, Article 6.

- A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the Cooperative.
- B. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw

material to prevent flooding and/or adverse impacts to the natural resources of the Cooperative, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.

- C. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinsewater, or waste products into the MS4 and/or surface water bodies of the Cooperative.

V. TRENCHING AND EXCAVATION

Trenching and excavation operations shall comply with the OSHA 29CFR 1926 Subpart P final rule and the State of Florida Trench Safety Act.

A. Where Contractor work may interfere with other utilities, the Cooperative and Cooperative's Safety Division shall be notified prior to all encroachments unless otherwise addressed in the Contract. The contractor is responsible for coordinating with the appropriate agency (Sunshine One-Call/ #811) for any and all locates.

B. The Cooperative has identified certain areas within its operations which are regulated by OSHA 29CFR 1910 Subpart Z. If the Contractor's work involves these affected areas, the Cooperative requires prior to commencement of Contractor work that applicable and acceptable written compliance programs and documented certification/qualifications be provided to the Cooperative, management, and safety personnel.

VI. CONFINED SPACE

- A. Contractor shall provide documentation to the Cooperative of any person who testifies to the level of Confined Space training the contract personnel have completed. In addition, if only contract employees are to enter the confined space, contractors are responsible for air monitoring of the space. Further, the contractor must ensure that rescue personnel are available prior to entry. Therefore the contractor is responsible for providing all necessary equipment in order to perform confined space operations. This includes providing appropriate air monitors with documentation indicating a calibration date of no more than 30 days prior to entry.

B. Contractor shall familiarize themselves and abide by the published Cooperative Confined Space procedure and permit system. The contractor is responsible for training their personnel on the provisions contained in this published procedure.

VII. HOT WORK

Any and all hot work (defined as burning, brazing, welding, grinding, or soldering) performed by the contractor shall be conducted in accordance with the Cooperative published Hot Work procedures and permit system. This may be obtained from either the Safety Division or from the McIntosh Power Plant Fire Team.

VIII. UNDERGROUND UTILITY WORK

A. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

IX. PLANT SITE EMERGENCY CONDITIONS

A. In the event a contractor is working on a Cooperative of Plant Site and a plant site emergency condition (i.e. major fire, hazardous fluid/gas leak, bomb threat, etc.) occurs, the CONTRACTOR and the CONTRACTOR'S employees shall follow all instructions issued by the COOPERATIVE. Upon notification of plant site emergency, the CONTRACTOR and all contract employees shall evacuate to the CONTRACTOR'S parking lot. The COOPERATIVE will issue further instructions to the CONTRACTOR indicating when the CONTRACTOR may return to the plant site.

B. All contractors who perform services at either a wastewater plant or a fresh water plant or in the vicinity of these areas (within 1000 feet of fence line) shall ensure their personnel are made aware of the presence of **chlorine**. This employee awareness must include chemical properties, site, sound and symptoms related to exposure and the emergency signal and procedure used at the facility in the event of a release.

C. All Contractors personnel shall be required to undergo **chlorine** safety training to be provided by the Cooperative (required for each member's facility) should gaseous **chlorine** be utilized at the work location. The Cooperative will provide one training session and thereafter the Contractor shall be responsible for conducting the training using materials provided by the Cooperative. Contractor shall supply proof of completion of training to the Cooperative prior to any personnel reporting to the site.

D. All Contractors personnel shall be required to undergo **anhydrous ammonia** safety training to be provided by the Cooperative (required for each member facility) should gaseous **anhydrous ammonia** be utilized at the work location. The Cooperative will provide one training session and thereafter the Contractor shall be responsible for

conducting the training using materials provided by the Cooperative. Contractor shall supply proof of completion of training to the Cooperative prior to any personnel reporting to the site.

X. TRAINING DOCUMENTATION in support of OSHA requirements shall be provided upon request.

XI. CONTRACTOR SHALL WITHIN 30 CALENDAR DAY of notification of award of contract, and prior to commencement of work, shall provide to the Cooperative's Safety Division, the Contractor's written safety compliance program(s) applicable to the contract.

XI. CURRENT INDEPENDENT CERTIFICATION for any Contractor-provided bucket truck to be used for the provision of services of this Contract shall be provided to the Cooperative's Safety Division prior to use of said bucket truck

XII. ADDITIONAL REQUIREMENT:

Exhibit D

Schedule of Values

Polk Southeast Wellfield Lower Floridan Aquifer Test/Production Monitoring Well (SE-TPW)

Item Number	Item Description	Unit	Quantity	Unit Cost	Item Cost
Drilling Services					
1	Mobilization	LS	1	\$75,000.00	\$75,000.00
2	Demobilization and site restoration	LS	1	\$15,000.00	\$15,000.00
3	Install surficial aquifer monitor well	LS	1	\$7,500.00	\$7,500.00
4	Pilot Hole Drilling (Mud): nominal 8 to 12-¼ -Inch pilot hole from 0 to 350 ft. bls	FT	350	\$125.00	\$43,750.00
5	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 350 to 1000 ft. bls	FT	650	\$115.00	\$74,750.00
6	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 1000 to 3000 ft. bls	FT	2000	\$115.00	\$230,000.00
7	Drilling (Mud): nominal 36-inch diameter borehole from 0 to 150 ft. bls	FT	150	\$125.00	\$18,750.00
8	Drilling (Mud): nominal 26-inch diameter borehole from 150 to 350 ft. bls	FT	200	\$125.00	\$25,000.00
9	Drilling (Air): nominal 20-inch diameter borehole from 350 to 1600 ft. bls	FT	1250	\$125.00	\$156,250.00
10	Drilling (Air)/w drill-stem testing in pilot hole from 1600 to 3000 ft bls	FT	1400	\$135.00	\$189,000.00
11	Drilling (Air): 12-inch nominal hole from 1600 to 2000	FT	400	\$120.00	\$48,000.00
Casing and Cement					
12	Furnish & install nominal 26-inch diameter steel casing from 0 to 150 ft. bls	FT	150	\$150.00	\$22,500.00
13	Furnish & install nominal 20-inch diameter steel casing from 0 to 350 ft. bls	FT	350	\$150.00	\$52,500.00
14	Furnish & install 12-inch diameter steel casing from 0 to 1600 ft. bls	FT	1600	\$110.00	\$176,000.00
15	Furnish & install neat cement grout	SK	6053	\$15.00	\$90,795.00
16	Furnish & install gravel (if needed to fill cavernous intervals during cementing)	YD	20	\$150.00	\$3,000.00
Testing Services					
17	Discharge Control	LS	1	\$5,000.00	\$5,000.00
18	Straddle-Packer Tests (50 foot packer separation)	EA	8	\$5,000.00	\$40,000.00
19	Step drawdown Testing (8-hour)	EA	1	\$2,500.00	\$2,500.00
20	Constant Rate Discharge Test (14-day)	HR	336	\$125.00	\$42,000.00
Other Services					
21	Caliper/Gamma Log, 0 to ±350 ft. bls	LS	1	\$3,500.00	\$3,500.00
22	Geophysical Logs, 0 to ±2000 ft. bls	LS	1	\$6,500.00	\$6,500.00
23	Caliper/Gamma Log, 350 ft. to ±1600 ft. bls	LS	1	\$4,500.00	\$4,500.00
24	Geophysical Logs, 2000 to ±3000 ft. bls	LS	1	\$7,500.00	\$7,500.00
25	Water Quality Sampling Analyses (Classical Chemistry)	EA	38	\$200.00	\$7,600.00
26	Water Quality Sampling Analyses (Primary & Secondary)	EA	2	\$5,000.00	\$10,000.00
27	Stand-by time	HR	40	\$10.00	\$400.00
28	Well Development	HR	20	\$200.00	\$4,000.00
29	Wellhead and Well pad completion	LS	1	\$7,500.00	\$7,500.00
Subtotal SE-TPW					\$1,368,795.00

Polk Southeast Wellfield Lower Floridan Aquifer Monitoring Well (SE-LFA)

Item Number	Item Description	Unit	Quantity	Unit Cost	Item Cost
Drilling Services					
30	Pilot Hole Drilling (Mud): nominal 8 to 12-¼ -Inch pilot hole from 0 to 350 ft. bls	FT	350	\$125.00	\$43,750.00
31	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 350 to 1000 ft. bls	FT	650	\$115.00	\$74,750.00
32	Pilot Hole Drilling (Air): Drill nominal 8 to 12-¼ -Inch pilot hole 350 to 2000 ft. bls	FT	1650	\$115.00	\$189,750.00
33	Drilling (Mud): nominal 24-inch diameter borehole from 0 to 150 ft bls	FT	150	\$125.00	\$18,750.00
34	Drilling (Mud): nominal 18-inch diameter borehole from 150 to 350 ft. bls	FT	200	\$125.00	\$25,000.00
35	Drilling (Air): Drill nominal 12-Inch diameter borehole from 1600 to 2000 ft. bls	FT	200	\$125.00	\$25,000.00
Casing and Cement					
36	Furnish & install nominal 18-inch diameter steel casing from 0 to 150 ft. bls	FT	150	\$125.00	\$18,750.00
37	Furnish & install nominal 12-inch diameter steel casing from 0 to 350 ft. bls	FT	350	\$110.00	\$38,500.00
38	Furnish & install 4.5-inch diameter steel casing from 0 to 1600 ft. bls	FT	1600	\$75.00	\$120,000.00
39	Furnish & install cement baskets on 4.5-inch casing	EA	2	\$2,500.00	\$5,000.00
40	Furnish & install neat cement grout	SK	1665	\$15.00	\$24,975.00
41	Furnish & install gravel (if needed to fill cavernous intervals during cementing)	YD	20	\$250.00	\$5,000.00
Other Services					
42	Caliper/Gamma Log, 0 to ±350 ft. bls ¹	LS	1	\$3,500.00	\$3,500.00
43	Geophysical Logs, 0 to ±2000 ft. bls ²	LS	1	\$5,000.00	\$5,000.00
44	Stand-by time	HR	40	\$10.00	\$400.00
45	Well Development	HR	20	\$250.00	\$5,000.00
46	Wellhead and Well pad completion	LS	1	\$5,000.00	\$5,000.00
Subtotal SE-LFA					\$608,125.00

Polk Southeast Wellfield Upper Floridan Aquifer Construction Water/Monitoring Well (SE-UFA)					
Item Number	Item Description	Unit	Quantity	Unit Cost	Item Cost
Drilling Services					
47	Pilot Hole Drilling (Mud): nominal 8 to 12-¼ -Inch pilot hole from 0 to 350 ft. bls	FT	275	\$125.00	\$34,375.00
48	Drilling (Mud): nominal 18-inch diameter borehole from 150 to 350 ft. bls	FT	100	\$125.00	\$12,500.00
49	Drilling (Mud): Drill nominal 12-Inch diameter borehole from 100 to 375 ft. bls	FT	275	\$125.00	\$34,375.00
50	Drilling (Air): Drill Nominal 6-inch Dia. Open Hole from 275 to 375 ft.bl	FT	100	\$115.00	\$11,500.00
Casing and Cement					
51	Furnish & install nominal 12-inch diameter steel casing from 0 to 350 ft. bls	FT	100	\$110.00	\$11,000.00
52	Furnish & install 6-inch diameter steel casing from 0 to 275 ft. bls	FT	275	\$75.00	\$20,625.00
53	Furnish & install Cement	SK	270	\$15.00	\$4,050.00
Other Services					
54	Well Development	HR	2	\$250.00	\$500.00
55	Wellhead and Well pad completion	LS	1	\$1,500.00	\$1,500.00
Subtotal SE-UFA					\$130,425.00
Contractor Bond					\$14,045.36
Total Drilling Services Southeast Wellfield					\$2,121,390.36
Owner's Allowance					\$75,000.00
TOTAL SOUTHEAST WELLFIELD					\$2,196,390.36

1 Logs to include: gamma ray, caliper, dual induction, and sonic

2 Logs to include: gamma ray, caliper, dual induction and sonic, plus static and dynamic flowmeter, fluid temperature, and fluid conductivity/resistivity, video log

West Polk Wellfield Lower Floridan Aquifer Test/Production Monitoring Well (WP-TPW)

Item Number	Item Description	Unit	Quantity	Unit Cost	Item Cost
Drilling Services					
1	Mobilization	LS	1	\$75,000.00	\$75,000.00
2	Demobilization and site restoration	LS	1	\$15,000.00	\$15,000.00
3	Install surficial aquifer monitor well	LS	1	\$7,500.00	\$7,500.00
4	Pilot Hole Drilling (Mud): nominal 8 to 12-¼ -Inch pilot hole from 0 to 350 ft. bls	FT	350	\$125.00	\$43,750.00
5	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 350 to 1000 ft. bls	FT	650	\$115.00	\$74,750.00
6	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 1000 to 2200 ft. bls	FT	1200	\$115.00	\$138,000.00
7	Drilling (Mud): nominal 42-inch diameter borehole from 0 to 150 ft. bls	FT	150	\$125.00	\$18,750.00
8	Drilling (Mud): nominal 36-inch diameter borehole from 0 to 350 ft. bls	FT	350	\$125.00	\$43,750.00
9	Drilling (Air): nominal 26-inch diameter borehole from 350 to 1900 ft. bls	FT	1550	\$125.00	\$193,750.00
10	Drilling (Air): nominal 16-inch nominal hole from 1900 to 2200 ft. bls	FT	300	\$125.00	\$37,500.00
Casing and Cement					
11	Furnish & install nominal 36-inch diameter steel casing from 0 to 150 ft. bls	FT	150	\$200.00	\$30,000.00
12	Furnish & install nominal 26-inch diameter steel casing from 0 to 350 ft. bls	FT	350	\$150.00	\$52,500.00
13	Furnish & install 16-inch FRP casing from 0 to 1600 ft. bls	FT	1600	\$150.00	\$240,000.00
14	Furnish & install neat cement grout	SK	6050	\$15.00	\$90,750.00
15	Furnish & install gravel (if needed to fill cavernous intervals during cementing)	YD	20	\$150.00	\$3,000.00
Testing Services					
16	Discharge Control Plan	EA	1	\$7,500.00	\$7,500.00
17	Step drawdown Testing (8-hour)	EA	1	\$2,500.00	\$2,500.00
18	Constant Rate Discharge Test (14-day)	HR	336	\$125.00	\$42,000.00
Other Services					
19	Caliper/Gamma Log, 0 to ±350 ft. bls	LS	1	\$3,500.00	\$3,500.00
20	Caliper/Gamma Log, 350 ft. to ±1900 ft. bls	LS	1	\$4,500.00	\$4,500.00
21	Geophysical Logs, +1900 to 2200 ft. bls	LS	1	\$6,500.00	\$6,500.00
22	Water Quality Sampling Analyses (Classical Chemistry)	EA	2	\$350.00	\$700.00
23	Water Quality Sampling Analyses (Primary & Secondary)	EA	1	\$5,000.00	\$5,000.00
24	Stand-by time	HR	40	\$10.00	\$400.00
25	Well Development	HR	20	\$200.00	\$4,000.00
26	Wellhead and Well pad completion	LS	1	\$7,500.00	\$7,500.00
Subtotal WP-TPW					\$1,148,100.00

West Polk Wellfield Lower Floridan Aquifer Monitoring Well (WP-DZMW)

Item Number	Item Description	Unit	Quantity	Unit Cost	Item Cost
Drilling Services					
27	Pilot Hole Drilling (Mud): nominal 8 to 12-¼ -Inch pilot hole from 0 to 350 ft. bls	FT	350	\$125.00	\$43,750.00
28	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 350 to 1000 ft. bls	FT	200	\$115.00	\$23,000.00
29	Pilot Hole Drilling (Air): nominal 8 to 12-¼ -Inch pilot hole from 1000 to 3000 ft. bls	FT	1650	\$115.00	\$189,750.00
30	Drilling (Mud): nominal 36-inch diameter borehole from 0 to 150 ft bls	FT	150	\$125.00	\$18,750.00
31	Drilling (Mud): nominal 26-inch diameter borehole from 150 to 350 ft bls	FT	200	\$125.00	\$25,000.00
32	Drilling (Mud): nominal 20-inch diameter borehole from 350 to 1900 ft. bls	FT	1550	\$125.00	\$193,750.00
33	Drilling (Air)/w drill-stem testing in pilot hole from 2200 to 3000 ft bls	FT	800	\$135.00	\$108,000.00
34	Drilling (Air): Drill nominal 12-Inch diameter borehole from 350 to 2000 ft. bls	FT	900	\$120.00	\$108,000.00
Casing and Cement					
35	Furnish & install nominal 26-inch diameter steel casing from 0 to 150 ft. bls	FT	150	\$150.00	\$22,500.00
36	Furnish & install nominal 20-inch diameter steel casing from 0 to 350 ft. bls	FT	350	\$135.00	\$47,250.00
37	Furnish & install nominal 12-inch diameter steel casing from 0 to 1900 ft. bls	FT	1900	\$110.00	\$209,000.00
38	Furnish & install 4.5-inch diameter FRP casing from 0 to 2400 ft. bls	FT	2400	\$105.00	\$252,000.00
39	Open-hole backfilling (Includes materials cost)	SK	320	\$15.00	\$4,800.00
40	Furnish & install cement baskets on 4.5-inch casing	EA	2	\$2,500.00	\$5,000.00
41	Furnish & install neat cement grout	SK	3700	\$15.00	\$55,500.00
42	Furnish & install gravel (if needed to fill cavernous intervals during cementing)	YD	20	\$250.00	\$5,000.00
Testing Services					
43	Straddle-Packer Tests (50 foot packer separation)	EA	8	\$5,000.00	\$40,000.00
44	Step drawdown Testing (8-hour)	EA	1	\$2,500.00	\$2,500.00
Other Services					
45	Caliper/Gamma Log, 0 to ±350 ft. bls ¹	LS	1	\$3,500.00	\$3,500.00
46	Geophysical Logs, 350 to ±1900 ft. bls ²	LS	1	\$5,000.00	\$5,000.00
47	Caliper/Gamma Log, 350 ft. to ±1900 ft. bls	LS	1	\$4,500.00	\$4,500.00
48	Geophysical Logs, 1900 to ±3000 ft. bls	LS	1	\$7,500.00	\$7,500.00
49	Water Quality Sampling Analyses (Classical Chemistry)	EA	24	\$200.00	\$4,800.00
50	Water Quality Sampling Analyses (Primary & Secondary)	EA	1	\$5,000.00	\$5,000.00
51	Stand-by time	HR	40	\$10.00	\$400.00
52	Well Development	HR	20	\$200.00	\$4,000.00
53	Wellhead and Well pad completion	LS	1	\$7,500.00	\$7,500.00
Subtotal WP-DZMW					\$1,395,750.00

Contractor Bond	\$16,954.64
Total Drilling Services West Polk Wellfield	\$2,560,804.64
Owner's Allowance	\$75,000.00
TOTAL WEST POLK WELLFIELD	\$2,635,804.64

1 Logs to include: gamma ray, caliper, dual induction, and sonic

2 Logs to include: gamma ray, caliper, dual induction and sonic, plus static and dynamic flowmeter, fluid temperature, and fluid conductivity/resistivity, video log

Exhibit E

South Florida Water Management District Contract



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONSTRUCTION CONTRACT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: FLORIDA DESIGN DRILLING CORPORATION</p> <p>Address: 7733 Hooper Road West Palm Beach, FL. 33411</p> <p>Contact Person: Daniel Ringdahl Telephone No: (561) 844-2966 Fax No: (561) 844-2967 Email Address: dan@fldrilling.com Hereinafter referred to as: CONTRACTOR</p>	<p>This number must appear on all Invoices and Correspondence 4600003746 6000000853 P.O. #: 9500007413</p> <p>SBE PERCENTAGE: 100%</p> <p>CONTRACT TIME: 235 Days- Substantial Completion CONTRACT TIME: 265 Days - Final Completion</p> <p>Liquidated Damages to Substantial Completion: \$2,500.00 Per Day Liquidated Damage from Substantial to Final Completion: \$1,250.00 Per Day EFFECTIVE DATE: NOTICE TO PROCEED</p>			
<p>PROJECT TITLE: CFWI Lower Floridan Aquifer and Testing C3 Site, Osceola County, FL.</p>				
<p>The CONTRACTOR hereby acknowledges receipt of the following documents which are included in the attached CD and made a part hereto of this CONTRACT:</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 33%;"> General Terms & Conditions General Requirements Supplemental Conditions Bonds & Insurance </td> <td style="border: none; width: 33%;"> Bidding Documents • RFB and Addendae •e Bide </td> <td style="border: none; width: 33%;"> Technical Specifications Drawings Post Award Forms </td> </tr> </table>		General Terms & Conditions General Requirements Supplemental Conditions Bonds & Insurance	Bidding Documents • RFB and Addendae •e Bide	Technical Specifications Drawings Post Award Forms
General Terms & Conditions General Requirements Supplemental Conditions Bonds & Insurance	Bidding Documents • RFB and Addendae •e Bide	Technical Specifications Drawings Post Award Forms		
<p>TOTAL CONTRACT AMOUNT: \$1,274,747.00 CONTRACT TYPE: Firm Fixed Price Multi-Year Funding (If Applicable) Fiscal Year: Oct. 1, 2017 – Sept. 30, 2018 - \$1,274,747.00</p>				
<p>*Subject to District Governing Board Annual Budget Approvale</p>				
<p>District Resident Engineer: Martha Fox Telephone No: (561) 682-2575 Fax No. Email Address: mfox@sfwmd.gov</p>	<p>District Senior Contract Specialist: Gina Jolly (561) 682-6373 Fax No.: (561) 682-5373 Email Address: gjolly@sfwmd.gov</p>			
<p>SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: District Project Manager Copy: District Contract Specialist</p>	<p>SUBMIT NOTICES TO THE CONTRACTOR AT: FLORIDA DESIGN DRILLING CORPORATION Address: 7733 Hooper Road West Palm Beach, FL. 33411 Attention: Daniel Ringdahl</p>			
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.</p>				
<p>FLORIDA DESIGN DRILLING CORPORATION</p> <p>Accepted By: <u>Michael Black</u> Signature of Authorized Representative</p> <p>Title: <u>Vice President</u></p> <p>Date: <u>10/26/2017</u></p>	<p>SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: <u>Ernie Marks</u> Ernie Marks, Executive Director</p> <p>Date: <u>NOV 01 2017</u></p> <p>Accepted By: <u>Dorothy A. Bradshaw</u> Dorothy A. Bradshaw, Division Director, Administrative Services</p> <p>Date: <u>OCT 31 2017</u></p> <p>SFWMD PROCUREMENT APPROVED</p> <p>By: <u>Gina Jolly</u> Date: <u>10-17-17</u></p>			