

**COOPERATIVE PURCHASING AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
VERTICAL TURBINE PUMPS FOR WATER TREATMENT PLANT #2**

THIS COOPERATIVE PURCHASING AGREEMENT FOR THE PURCHASE AND INSTALLATION OF VERTICAL TURBINE PUMPS FOR WATER TREATMENT PLANT #2 ("Piggyback Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City") and LAYNE CHRISTENSEN COMPANY, INC., a foreign for-profit corporation duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 48-0920712) ("Contractor").

RECITALS:

WHEREAS, after a competitive procurement process the City of Tallahassee, Florida, entered into a Contract for Construction with Layne Christensen Company, Inc., to purchase labor, services, and materials for its Water Well Services Project (the "Tallahassee Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services and materials for the installation of three (3) vertical turbine pumps for its Water Treatment Plant #2 pursuant to essentially the same terms and conditions provided under the Tallahassee Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Tallahassee Agreement to City, subject to the terms and conditions of this Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:

- A. **Piggyback Agreement**: shall mean this Cooperative Purchasing Agreement for the Purchase and Installation of Vertical Turbine Pumps for Water Treatment Plant #2 as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Tallahassee Agreement**: – shall mean the Contract for Construction between the City of Tallahassee and Layne Christensen Company, Inc., dated January 7, 2021, and its exhibits, attached hereto as **Exhibit A – Tallahassee Agreement** and incorporated herein by reference.
 - C. **Project** – shall mean the provision and installation of three (3) vertical turbine pumps for City of Ocala Water Treatment Plant #2 in accordance with the Proposal attached hereto as **Exhibit B**.
3. **INCORPORATION OF TALLAHASSEE AGREEMENT.** The Tallahassee Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Tallahassee Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
 4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Tallahassee Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "City of Tallahassee," and "City," shall be replaced and intended to refer to the "City of Ocala."
 - B. **Construction of the Project**. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in the Proposal attached hereto as **Exhibit B**. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.
 - C. **Compensation for Performance**. City shall pay Contractor a lump sum amount of **THREE HUNDRED FIFTEEN THOUSAND, THREE HUNDRED NINETY-SEVEN AND 50/100 DOLLARS (\$315,397.50)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

- C.1. **Monthly Progress Payments.** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
- C.2. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C.3. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Luis Acosta**, 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470, E-Mail: lacosta@ocalafl.org.
- C.4. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- C.5. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- C.6. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include

interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- C.7. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- D. **Liability of City.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- E. **Indemnity.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- F. **Contract Documents.** The following shall constitute the "Contract Documents," which comprise the entire agreement between the City and the Contractor concerning the Project, and are by reference incorporated as if set forth fully herein: (a) this Piggyback Agreement and any subsequent amendments thereto; (b) The Tallahassee Agreement attached hereto as **Exhibit A** and as incorporated, amended, and supplemented by this Piggyback Agreement and all attachments thereto; and (c) The Proposal attached hereto as **Exhibit B**.

If there is a conflict between the terms of this Piggyback Agreement and the remaining Contract Documents, then the terms of this Piggyback Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

5. **SUPPLEMENTAL CONDITIONS.** The terms and conditions of the Tallahassee Agreement shall be supplemented and expanded to include the following:
- A. **E-Verify.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
 - B. **Audit.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
 - C. **Performance Evaluation.** At the end of the contract, the City may evaluate the Company's performance. This evaluation will become public record.
 - D. **Contract Fulfillment.** Companies who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
 - E. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
 - F. **Mutuality of Negotiation.** Company and City acknowledge that this Agreement is a result of negotiations between Company and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement
 - G. **Notices.** Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Contractor: Layne Christensen Company
Jim Bruneio, Business Development Manager
Southeastern United States
41 Artley Road
Savannah, Georgia 31408
Phone: 912-963-0015
Email: jim.bruneio@gcinc.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

H. **Termination and Default.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

H.1. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall

be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- a) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- b) Contractor provides material that does not meet the specifications of the Agreement;
- c) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- d) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

H.2. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

H.3. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- a) City shall be entitled to terminate this Agreement without further notice;
- b) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- c) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- d) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

H.4. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without

penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

- I. **Public Records.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall: (A) Keep and maintain public records required by the public agency to perform the service. (B) 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 Chapter 119, Florida Statutes, or as otherwise provided by law. (C) 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. (D) 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-Mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- J. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- K. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- L. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be

governed, construed, applied and enforced in accordance with the laws of the State of Florida

- M. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- N. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- O. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument .
- P. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on 06 / 14 / 2021.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Justin Grabelle

Angel B. Jacobs
City Clerk

Justin Grabelle
City Council President

Approved as to form and legality:

LAYNE CHRISTENSEN COMPANY, INC.

/s/ Robert W. Batsel, Jr.

James Bruncio, Jr.

Robert W. Batsel, Jr.
City Attorney

By: Layne Christensen Company
(Printed Name)

Title: Area Manager



CONTRACT FOR CONSTRUCTION
(Contract No. 4947)

THIS CONTRACT FOR CONSTRUCTION is dated 01/07/2021, 2017, and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **LAYNE CHRISTENSEN COMPANY** a Florida Corporation, hereinafter called the "Contractor".

Recitals

The City issued an Invitation for Bid (No 002-21-RM), and related documents, dated October 23, 2020 (collectively, the "IFB") seeking bids from qualified contractors for the following: **WATER WELL SERVICES**

(PROJECT)

The Contractor submitted a bid in response to the IFB, the City has selected the Contractor for award of a contract for construction of the project described above, and the City and the Contractor desire to enter into a contract providing for construction of the Project upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1. Construction of the Project. The Contractor, at its own cost and expense, will do the work required to be done and furnish all labor, equipment, and materials required to complete the Project, all in strict accordance with the Contract Documents, as defined herein.

2. Compensation for Performance. The City agrees to compensate Contractor for satisfactory performance of all required work, labor, equipment, and materials in accordance with the Contract Documents, as defined herein. In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Agreement, as a result of breach or termination of this Agreement, or otherwise.

3. Liability of City. The liability of City, as set forth in this Agreement, is intended to be consistent with limitations of Florida law, including without limitation the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which City may be entitled. All obligations of City shall be subject to appropriation of funds.

4. Indemnity. The Contractor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

5. Survival. All provisions of the Contract Documents that by their nature survive completion of the Project (including, but not limited to warranty and indemnification) shall be deemed to survive termination of this Contract for Construction.

6. Equal Opportunity. The Contractor agrees to comply with the following requirements:

a. The Contractor will not discriminate against any employee or applicant for employment because of his/her race, creed, color, sex, marital status or national origin and will post in a conspicuous place, available to all employees and job applicants, a copy of this pledge.

b. The Contractor will, in all solicitations or advertisements for job applicants, place or cause to be placed a statement that the Contractor is an Equal Opportunity Employer.

c. In the event the Contractor does not abide by these statements of nondiscrimination, this Contract for Construction may be canceled, terminated, or suspended in whole or in part.

7. Contract Documents.

a. The following shall constitute the "Contract Documents", which comprise the entire agreement between the City and the Contractor concerning the Project, and are by reference incorporated as if set forth fully herein:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated November 12, 2020) in the total sum of one million seventy-six thousand, two-hundred fifty-five dollars and no cents (\$1,076,255.00)

(3) IFB 002-21-RM, dated October 23, 2020 including all addenda thereto, if any.

b. The documents listed in section 7(a) above are on file in the office of the City Treasurer-Clerk (except as expressly noted otherwise).

c. The Contract Documents may only be amended, modified or supplemented as provided in a writing signed by duly authorized representatives of the parties.

d. In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated November 12, 2020) in the total sum of one million, seventy-six thousand two hundred fifty-five dollars and no cents (\$1,076,255.00).

(3) IFB 002-21-RM, dated October 23, 2020, including all addenda thereto, if any.

The parties are signing this Contract for Construction as of the date stated in the introductory clause.

Attest:

By: James O. Cooke, IV

James O Cooke, IV
City Treasurer-Clerk

CITY OF TALLAHASSEE

By: Veronica McCrackin

Veronica McCrackin
Manager for Procurement Services

LAYNE CHRISTENSEN COMPANY

Approved as to form:

By: Kristen mcrac

kristen mcrac (Jan 6, 2021 15:08 EST)
Cassandra K. Jackson
City Attorney

By: Tristan Parsley

Tristan Parsley (Jan 6, 2021 12:42 CST)

Name: Tristan Parsley

Title: Project Manager

**Bid IFB-002-21-RM
Water Well Services**

Bid Number **IFB-002-21-RM**
Bid Title **Water Well Services**

Bid Start Date **Oct 23, 2020 8:58:55 AM EDT**
Bid End Date **Nov 12, 2020 2:30:00 PM EST**
Question &
Answer End Date **Nov 4, 2020 5:00:00 PM EST**

Bid Contact **Ron Mayo**
850-891-5442
ron.mayo@talgov.com

Contract Duration **2 years**
Contract Renewal **1 annual renewal**
Prices Good for **120 days**

Bid Comments **Supply all labor, equipment, materials, and incidentals necessary to construct, test, and place into operation a potable water test well and/or monitoring well as shown on the drawings and/or as specified herein. This specification is intended to provide a general description of requirements, but may not cover all variables that may be encountered during well construction, pump testing, and draw-down testing. Typical work associated with well drilling may include:**
collect cuttings

record a log of the material and geophysical conditions encountered during drilling,
coring

install surface and well casings

perform packer tests

collect of water samples

installing (and later removing) a large capacity turbine pump in the test well and running a pumping test

provide a temporary small submersible pump for collecting water quality samples

assist third party (i.e. USGS, NFWMD, etc.) personnel with logging services.

Item Response Form

Item **IFB-002-21-RM--01-01 - BidSync Line Item 1 Cost Proposal Total 1-2**
Quantity **1 job**
Unit Price **\$1,076,255.00**
Delivery Location **City of Tallahassee**
No Location Specified

Attachment B**Prior Experience and References****Four (4) References of Customers of Similar projects**

(Must be submitted with Bid Package)

Date Work Completed	Description of Work (i.e. construction, repair, rehabilitation, maintenance of wells 2500 gpm or greater; include names of key personnel)	Contact Information (Name, title, organization, phone number, and email address)
09-30-2020	1 Gainesville Regional Utility Well 15 - Repair John Clinton Martin Israel Henry (Bud) Rowe Kenny Ratliff Larry Kinley	John Gifford - Principal Engineer gifford35@gru.com
09-18-2020	2 Nutrien Swift Creek South Well - Repair Henry (Bud) Rowe John Clinton Kenny Ratliff Tristan Parsley Larry Kinley	Rick Kennington - SCM Mill Maintenance Manager ricky.kennington@nutrien.com
05-19-2020	3 City of Ocala Well #4 - Repair Henry (Bud) Rowe John Clinton Kenny Ratliff Tristan Parsley Larry Kinley	Luis Acosta - Superintendent lacosta@ocala.fl.org
07-11-2020	4 Packaging Corporation of America Valdosta, GA - Well #2 Repairs Henry (Bud) Rowe John Clinton Kenny Ratliff Tristan Parsley Larry Kinley	Will Collier - Operations Manager wcollier@packagingcorp.com

Attachment B
Equipment List
(Must be submitted with Bid Package)

Type of Equipment	Brand/Model Number	Size/Capacity Accommodation	Own/Rent
Boom Truck	2008 National Crane	23T	Own
Boom Truck	2008 National Crane	23T	Own
Boom Truck	2012 National Crane	23T	Own
Service Truck w/crane	Dodge 5500	8T	Own
Service Truck w/crane	Dodge 5500	8T	Own
Service Truck w/crane	Dodge 5500	8T	Own
Drill Rig	Failing Jed A	1500	Own
Drill Rig	Gardner Denver	2500	Own
Drill Rig	Gardner Denver	3000	Own
Drill Rig	Gardner Denver	1500	Own
Pump Rig	Hunke Rig	15T	Own
Pump Rig	Smeal Pump Rig	8T	Own
Semi Tractor	Peterbuilt		Own
Porta Tower	Layne	8,000 Gal	Own
Chemical Treatment Unit	Layne	2,000 Gal	Own

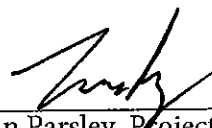
Attachment B**Acknowledgement of Required Response Times****(Must be submitted with Bid Package)**

The undersigned bidder acknowledges receipt of the requirements for response times, as included in Section 3.10 and below, and will be able to meet all required timeframes for non-scheduled and emergency requests.

3.10 RESPONSE TIMES

3.10.1 Response time to all NON-SCHEDULED BUSINESS HOUR, HOLIDAY, OR WEEKEND REPAIR service work shall be within twenty-four (24) hours on-site after Contractor receives a request from the City, with the exception of an emergency request that occurs during business hours, which shall be four (4) hours.

3.10.2 Response time to all EMERGENCY REPAIR service work shall be within two (2) hours after Contractor receives request from the City for any critical wells and within twelve (12) hours of notification for any non-critical well, or as allowed by the City-Authorized Departmental Representative depending upon the situation. The City will determine what constitutes an emergency. Critical and Non-Critical wells are listed in Section 3.2.2. Note: The requirement to provide emergency repairs means that the Contractor must have a 24-hour point of contact (name and phone number) and the capability to respond to the site after contact is made.



Tristan Parsley, Project Manager
Signature of Bidder Date

ATTACHMENT C
Bid Schedule

The contractor agrees to furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the contractor, in accordance with the terms and conditions of the contract.

Price Factors:

- 1) The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, equipment, tools, transportation, handling, etc.; unless any of these factors are listed separately below.
- 2) The contractor is not exempt from the Florida Sales Tax on materials or services.
- 3) All travel expenses shall be included in the unit prices.
- 4) All fees are for actual hours worked at City of Tallahassee Water Well facilities.
- 5) ALLOWANCE items will require pre-approval by the City of Tallahassee.

I. CONSTRUCTION OF TEST AND MONITORING WELLS, MAINTENANCE AND REPAIR OF WATER WELL FACILITIES, AND REPAIR OF WASTEWATER PUMPS – EQUIPMENT AND MANPOWER

Item No.	Description – EQUIPMENT AND MANPOWER	Price per Hour
1	30 ton pivotal hydraulic crane	\$190.00
2	3,000# Class drill rig with 144,000 lb. (min.) load capacity, mud pumps, air compressor, drill pipe, collars & support equipment	\$340.00
3	Less than 3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor, drill pipe, collars, and support equipment	\$325.00
4	Camera Survey-R-2000 Dual Cam down-hole and side view color video inspection system with DVD recording, two (2) copies provided	\$180.00
5	Pump technician with service truck	\$150.00
6	Pump technician with services truck (overtime)	\$170.00
7	Crew only (3 person crew) with service truck	\$300.00
8	Crew only (3 person crew) with service truck (overtime)	\$375.00
9	Crew only (4 person crew) with service truck	\$375.00
10	Crew only (4 person crew) with service truck (overtime)	\$480.00
11	Pump repair rig with crew	\$395.00
12	Data logging truck and operator for water quality testing	\$180.00
SUBTOTAL FOR I. EQUIPMENT AND MANPOWER		\$3,460.00

II. CONSTRUCTION OF TEST AND MONITORING WELLS AND MAINTENANCE AND REPAIR OF WATER WELL FACILITIES – SERVICES AND MATERIALS

Item No.	Description – SERVICES AND MATERIALS	Unit Price	Unit Measure
13	Pre-Performance Testing (including vibration, flow meter, and pumping testing) in accordance with specifications, complete and in place	\$3,100.00	LS
14	Vibration Testing Only, in accordance with the specifications, complete and in place	\$1,050.00	LS

EXHIBIT A

15	Flow Meter Testing only, in accordance with the specifications, complete and in place	\$1,850.00	LS
16	Pumping Testing only, in accordance with the specifications, complete and in place	\$3,100.00	
17	Mobilize and remove pump, motor (less than 200 HP), column assembly, etc. from well, disassemble, complete inspection and report, reassemble, and reinstall pump, etc., back into well, including site restoration, complete and in place	\$29,500.00	LS
18	Mobilize and remove pump, motor (200 HP and greater), column assembly, etc. from well, disassemble, complete inspection and report, reassemble, and reinstall pump, etc., back into well, including site restoration, complete and in place	\$36,400.00	LS
19	Disinfection of water supply well in accordance with specifications, complete and in place	\$7,700.00	LS
20	Post-Performance Testing (including vibration, flow meter, and pumping testing), in accordance with the specifications	\$3,100.00	LS
21	Complete well casing cleaning and video recorded inspection of well in accordance with specifications, complete and in place	\$35,000.00	LS
22	Removal & Disposal of oil in well column	\$75.00	barrel
23	Well Abandonment grout (94 lb. sack)	\$24.00	sack
24	Well Abandonment backfill material	\$130.00	C.Y.
25	4" x10' core run	\$16.00	ft. recovered
26	Well abandonment equipment (pump, tremie pipe, etc.) necessary to abandon potable well per state regulations, per each abandonment	\$1,750.00	Each
The Lump Sum (L.S.), not to exceed allowances below shall be established for each item, and shall not exceed the dollar limit threshold established for that item.			
27	Allowance for pump repair, replacement parts, or equipment	\$200,000.00	LS ≤ \$200,000
28	Allowance for 8-in. test well materials	\$100,000.00	LS ≤ \$100,000
29	Allowance for 10-in. test well materials	\$150,000.00	LS ≤ \$150,000
30	Allowance for 12-in. test well materials	\$200,000.00	LS ≤ \$200,000
31	Allowance for 24-in. production well materials	\$300,000.00	LS ≤ \$300,000
SUBTOTAL FOR II. SERVICES AND MATERIALS			\$1,072,795.00
TOTAL BID FOR I. and II.			\$1,076,255.00

MISCELLANEOUS

91	Material Mark-up (multiplier)	25%	Percent
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NOTE: The above estimated quantities are for comparison with other respondents' proposals and are NOT a guarantee of work to be issued by the City under this contract. Unit prices shall be established for all items, regardless of the quantities provided above. The Contractor will be compensated for actual work performed, which will be different from the quantities provided above.

Responsible Vendor Review Form

A contract can only be awarded to a "responsible vendor". A responsible vendor has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

To assist in making this determination, Vendors responding to this Solicitation are required to fully and accurately answer each of the questions below. For each "Yes" answer to questions 1.1 through 1.8, Vendor must provide a detailed explanation and attach copies of any relevant document cited in the explanation. Answering "Yes" to questions 1.1 through 1.8 will not necessarily disqualify a Vendor from participating in this Solicitation. However, failure to provide additional information as requested by the City of Tallahassee may disqualify a Vendor.

The City of Tallahassee (COT) will base its determination of a Vendor's responsibility on: (a) information provided by Vendor in response to this form; (b) information provided elsewhere in a Vendor's response to the Solicitation (including financial information) and (c) information obtained from independent research (including information COT obtains from the Internet or third parties, including System for Award Management (SAM)).

Vendors shall provide Immediate written notice to COT if any time prior to contract execution, a Vendor learns that the information provided in connection with this form was erroneous when submitted or has become erroneous for reason of changed circumstances. Vendor must contact the Procurement Officer with any questions regarding this form.

1.0 Within the last ten (10) years, in the State of Florida or any State or Federal jurisdiction has the Vendor or any of its officers, directors or owner:

1.1	Been, subject to a revocation, suspension, disbarment, administrative complaint, sanction, fine, adverse action, or disciplinary action relating to any business or professional permit, certification, and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.2	Been suspended, debarred, or disqualified from any government contracting process or agreed to voluntary exclusion from any government procurement process? No, to the best of my knowledge	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.3	Been subject to formal monitoring agreement or corrective action plan as part of a contract with a government entity? No, to the best of my knowledge	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.4	Been subject to an indictment, administrative proceeding, civil action or judgment in connection with any government contract? See appendix A for list of arbitration/litigation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.5	Had a government contract terminated for cause? Yes, Layne Terminations for Cause	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

GRANITE™

Appendix A

Below, to the best of my knowledge and belief, please find a list of arbitration/litigation by or against Layne Christensen Company in connection with a government contract, within the last 10 years.

Date	Case Name	Description	Resolution	Date
2014-05-23	City of Benkelman, NE v. Baseline Engineering Corp., et al. (LCC)	Owner action for breach of contract, negligence, fraud, and negligent misrepresentation regarding selection water treatment system to treat uranium and arsenic levels \$3,300,000 - \$5,500,000. OWNER V. LAYNE	Settled	Dec-18
2014-08-13	Layne Christensen Company v. Haleah Water, LLP, et al.	Allegations of Haleah Water brought a counter-claim for breach of contract \$600,000	Settled	Oct-17
2014-08-13	Layne Christensen Company v. Haleah Water, LLP, Travelers Casualty and Surety Company of America, Federal Insurance Company, Zurich American Insurance Company, and Liberty Mutual Insurance Company. (RO Skids)	Allegations of Haleah Water brought this counter-claim against Layne for breach of contract, alleging that Layne failed and refused to remedy and repair the non-conforming RO Skid System when notified of its defects. Amount of damages unspecified. OWNER V. LAYNE and SURETIES (PERFORMANCE BOND ENFORCEMENT)	Settled	Oct-17
2014-08-13	LCC v. Haleah Water, LLP, Travelers Casualty and Surety Company of America, Federal Insurance Company, Zurich American Insurance Company, and Liberty Mutual Insurance Company (RO skids)	Layne contracted with Haleah to furnish and install RO Skids for their Reserve Osmosis Water Treatment Facility and Haleah water furnished a Performance and Payment Bond guaranteeing payment. Layne substantially performed and brought this breach of contract action against Haleah and its sureties for payment of \$188,391.79 due. Settled. Layne/Catlin paid Haleah \$837,500. Haleah paid Layne \$600,000	Settled	10/17
2014-11-11	Arizona Water Company v. LCC	Allegations of Project owner brought this breach of contract and breach of warranty arbitration against Layne alleging: (1) internal coating failure/corrosion in arsenic removal facilities, (2) two nitrate facilities required replacement due to fractal plate failure, and (3) dissimilar metal repair/replacement (welding of dissimilar metals) in the arsenic removal facilities. \$10,000,000 OWNER V. LAYNE	Settled	Jul-16
2014-12-08	Layne Christensen Company v. Haleah Water, LLP, Travelers Casualty and Surety Company of America, Federal Insurance Company, Zurich American Insurance Company, and Liberty Mutual Insurance Company. (pumps)	Allegations of Haleah brought this counterclaim against Layne for breach of contract alleging that the supplied pumps were deficient because Layne did not supply and install VFD-Capable motors and remedy the alleged non-compliance. Unspecified damages. OWNER V. LAYNE	Settled	Nov-16
2014-12-08	LCC v. Haleah Water, LLP, Travelers Casualty and Surety Company of America, Federal Insurance Company, Zurich American Insurance Company, and Liberty Mutual Insurance Company (Submersible Pumps and Motors)	Layne brought this action for breach of contract against Haleah and action against bond against its sureties for non-payment of \$474,156.35 due for the submersible pumps supplied and installed by Layne.	Settled	10/12/2017
2015-09-03	City of Lock Haven v. HRI, Inc., et al. (LCC)	Owner action against Layne for delay damages and breach of contract for \$2,835,000 plus. Third party subcontractor caused delay which was beyond Layne's control. Layne filed a cross-complaint against the subcontractor and counter complaint against the City in this action. Settled. Lock Haven paid Layne \$1,394,374.72. OWNER V. LAYNE	Settled	8/17
2016-05-16	Village of Lake in the Hills v. LCC	Allegations of Owner action against Layne for breach of contract and negligence seeking \$211,718.31 in damages. Layne removed, serviced and reinstalled a well pump, which subsequently shorted out and was destroyed. The Village purchased and reinstalled a replacement. OWNER V. LAYNE	Pending	
2016-11-15	Bedpage Water District v. LCC, et al.	Allegations of Owner action against LCC for breach of third-party beneficiary contract. Layne sold ion exchange systems to Prime who allegedly warranted the systems for 10 years. \$5,000,000. OWNER V. LAYNE	Pending	
2017-07-17	LCC and LHC v. City of Franklin, TN	Layne's seeks a declaratory judgment as to whether it is liable for a predecessor W.L. Hailey & Company's work on a sewer interceptor installed in the early 2000s. No damages/declaratory action.	Pending	

• Work/payment issues over \$50,000.00 only

pulled Tuesday, November 10, 2020

GRANITE™

Appendix A

Date	Case Name	Description	Resolution	Date
2017-11-17	City of Franklin v. W.L. Hailey & Company, et al. (LCC and LHC, Inc.)	Allegations of Breach of contract, negligence, breach of express warranty, breach of implied warranty, Franklin claims Layne breached the contract by not properly connecting pipe section and by using silicone caulk to patch improper connections and by using pipe that was below the specified and represented stiffness. Amount of damages unspecified. OWNER V. LAYNE	Pending	
2018-08-07	Georgia Environmental Finance Authority ("GEFA") v. CH2M Hill Engineers, Inc., et al. (LCC)	Allegations of Breach of contract and professional negligence. Well casing collapse. Designer CH2M reduced casing thickness over Layne's objection and without GEFA's consent. Well casing collapsed. Amount of damages sought to be specified at trial. OWNER V. LAYNE and SURETIES (PERFORMANCE BOND ENFORCEMENT)	Pending	

EXHIBIT A

- Work/payment issues over \$50,000.00 only

pulled Tuesday, November 10, 2020

TERMINATION FOR CAUSE

Layne Christensen Company is a global water management, construction and drilling company, providing solutions for water, mineral and energy resources that has been in business for over 100 years. Layne is involved with public and private works contracts which, as a general rule, contain termination for convenience clauses.

While Layne has an excellent reputation in the industry for its work product and for completion of projects in a timely manner, it has been terminated on three projects, details of which are described below.

1. Year: 2017
Owner: Georgia Environmental Finance Authority ("GEFA")
Owner Contact Information: GEFA, 233 Peachtree St., NE, Suite 900, Atlanta, GA 30303; Tel: 40-584-1000; Kevin Clark, Executive Director
Project Location: Atlanta, Georgia
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
2. Year: 2018
Owner: Broward County
Owner Contact Information: Broward County, Water & Wastewater Services, 2555 W. Copans Rd, Pompano Beach, FL 33069; Tel: 954-831-0705; Alan W. Garcia, P.E., Director
Project Location: Broward County, Florida
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
3. Year: 2017
Owner: Mount Michael Foundation
Owner Contact Information: Mount Michael Foundation, Inc., 22250 Mount Michael Road, Elkhorn, NE 68022; Tel: 402-289-4539; Rev. Louis Sojka, O.S.B.
Project Location: Elkhorn, Nebraska
Status: RESOLVED; the parties resolved this issue.


Responsible Vendor Review Form

1.6	Been convicted of a crime related to governmental or nongovernmental contracting? No, to the best of my knowledge	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.7	Been subject to governmental investigation relating to alleged violation of any statutory regulatory violation? No, to the best of my knowledge	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.8	Had a judgement entered in a civil lawsuit based on an allegation of fraud? No, to the best of my knowledge	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.0	Does the vendor have the necessary organization, experience, accounting and operational controls, and professional and technical skills to meet its obligations under the proposed contract with COT, taking into consideration all existing commercial and governmental business commitments?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.0	General Information Do you have an active State Term Contract (STC) or General Administrative Services (GSA) Contract similar to the scope of services for this solicitation. If yes, provide an attachment with links to the contract(s) Okaloosa County Contract	<input type="checkbox"/> STC <input checked="" type="checkbox"/> GSA SEE ATTACHED <input type="checkbox"/> Not Applicable

By my signature below, I certify that I am an authorized representative of the Vendor named below and that all of the information provided above is true and complete to the best of my knowledge.

Tristan Parsley, Project Manager

Name and Title


Signature

Layne Christensen Company

Vendor Name

11/12/20
Date

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/13/2019

Contract/Lease Control #: C19-2808-WS

Procurement#: ITB WS 16-19

Contract/Lease Type: CONTRACT

Award To/Lessee: LAYNE CHRISTENSEN COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/07/2019

Expiration Date: 05/06/2022 W/2 1 YR RENEWALS

Description of
Contract/Lease: MAINT. & EMERGENCY REPAIRS TO WELLS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

EXHIBIT A

City of Tallahassee

Bid IFB-002-21-RM

Vendor Conflict of Interest

Water Well Services - Bid Number IFB-002-21-RM
(insert solicitation name and number)

Vendors are responsible for disclosing a current or reasonably foreseeable conflict of interest involving the City of Tallahassee. The City of Tallahassee seeks to avoid, neutralize or mitigate significant potential or actual organizational conflicts of interest. Respond to each of the six statements in the boxes below. Answering "Yes" will not necessarily disqualify a Vendor.

Select "Yes" if a potential conflict of interests exist or if you are uncertain whether a particular circumstance constitutes a potential conflict of interest. If 'Yes' is selected, you must provide an explanation on a separate document and attach to this form.

Select "No" if a potential conflict of interest does not exist.

Select "None known" only if (a) it is unduly burdensome to discover the correct response for reasons such as your workforce is so large that it is unreasonable to ascertain whether any potential conflict of interest exists and (b) you in fact do not have knowledge of any potential conflict of interest. If None Known is selected, provide an explanation on a separate document and attach to this form. The explanation must describe why it is unduly burdensome to answer Yes or No.

Yes	No	None Known	Potential Conflict of Interest
	X		1. Employment by Vendor of a current City of Tallahassee employee or public official, or their family.
	X		2. Employment by Vendor of a former public official, manager Department Director or their family.
	X		3. Direct or indirect ownership of material personal financial interest in Vendor by a City of Tallahassee employee, public official or their family
	X		4. A past, present, or foreseeable payment or provision of anything of value by Vendor to a City of Tallahassee employee, public official or their family that could reasonable appear to influence the employee's or public official's actions or judgment.
	X		5. An unfair competitive advantage existing in favor of Vendor with regard to a City of Tallahassee contract for which Vendor is competing.

1
5/2020

EXHIBIT A

City of Tallahassee

Bid IFB-002-21-RM

Vendor Conflict of Interest
Water Well Services - Bid Number IFB-002-21-RM
(insert solicitation name and number)

	X		An unfair competitive advantage exists when the vendor competing for award of a contract obtained either (i) access to information that is not available to the public and which would assist the vendor in obtaining the contract or (ii) source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.
	X		6. Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to the City of Tallahassee and the activities of the affiliate, subsidiary, or ongoing business relationship.

DEFINITIONS:

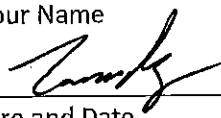
Authorized Representative means representative of the vendor with knowledge of vendor's operations and personnel sufficient to in good faith provide potential conflict of interest information on behalf of the vendor as detailed above.

Family means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and step-children.

Material Personal Financial Interest in a vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a vendor constitutes a material personal financial interest in such vendor.

SIGNATURE: By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Layne Christensen Company
 Print Vendor Name

Tristan Parsley
 Print Your Name

 Signature and Date

Project Manager
 Print Position Title
tristan.parsley@gcinc.com - 850-432-5101
 Email Address and Phone Number

2
 5/2020



Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name: NA	
Current Local Address: NA	Phone: (NA)
	Fax: (NA)
If the above address has been for less than six months, please provide the prior local address:	
Length of time at this address: NA	
Home Office Address: NA	Phone: (NA)
	Fax: (NA)

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."


Signature of Authorized Representative

Tristan Parsley, Project Manager
Print Name of Authorized Representative

CERTIFICATION OF A DRUG-FREE WORKPLACE

Section 287.087 of the Florida Statutes provides that, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Please sign below and return this form to certify that your business has a drug-free workplace program.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

By:

Authorized Signature

Tristan Parsley, Project Manager
Print Name and Title

EXHIBIT B**CONTRACT #: WRS/210409**

41 Artley Road, Savannah, GA 31408
Office: 912-963-0015

Luis D. Acosta
City of Ocala
15843 SE 78th Street
White Springs, FL 32096

May 3, 2021
Quote # JB-210218.4

Project: Wells 8, 9 and 10

Scope: Mobilize crews and equipment to form and pour 4' x 4' x 4' reinforced concrete pedestals and furnish/install new pumping equipment at wells 8, 9 and 10. Proposed pumping equipment will consist of 100' x 12" x 1.5" water lubricated assemblies.

Item	Description	Qty	Unit	Unit Price	Amount
1	Pump Installation - Pump Repair Rig with Crew	49.5	HR	\$ 395.00	\$ 19,552.50
2	Pedestal Installation - Crew only (3 person crew) with service truck	54	HR	\$ 300.00	\$ 16,200.00
3	Pedestal Installation - Crew only (3 person crew) with service truck (overtime)	13	HR	\$ 375.00	\$ 4,875.00
4	Pedestal Materials	3	EA	\$ 4,075.00	\$ 12,225.00
5	Christensen Pump Assembly - 16RGHC 3 Stage WL 100' x 12" x 1.5" w/ 125 HP 1200 RPM Motor - Epoxy Coated	3	EA	\$ 87,515.00	\$ 262,545.00
6	Layne & Bowler Assembly - 19GM 2 Stage WL 100' x 12" x 1.5" w/ 125 HP 1200 RPM Motor - Epoxy Coated		EA	\$ 106,285.00	\$ -
7	Simflo Pump Assembly - SM20M 2 Stage WL 100' x 12" x 1.5" w/ 125 HP 1200 RPM Motor - Epoxy Coated		EA	\$ 135,125.00	\$ -
Project Total					\$ 315,397.50

Thank you for the opportunity to provide the above services. If you should have any questions or need any additional information please do not hesitate to contact me.

Sincerely,

Jim Bruneio
530-312-4315
jim.bruneio@gcinc.com

Accepted,

City of Ocala

Date

TITLE	FOR SIGNATURES - Cooperative Purchasing Agreement for the...
FILE NAME	READY FOR COUNCIL...ee Piggyback).pdf
DOCUMENT ID	1039c389765b6310225d6f3d1240e5624dac23a2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

06 / 08 / 2021

07:48:04 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Layne Christensen Company (jim.bruneio@gcinc.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 216.255.240.104



VIEWED

06 / 08 / 2021

12:44:16 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



SIGNED

06 / 08 / 2021

12:48:04 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

06 / 08 / 2021

13:08:27 UTC-4

Viewed by Layne Christensen Company (jim.bruneio@gcinc.com)
IP: 45.41.142.239



SIGNED

06 / 14 / 2021

12:48:37 UTC-4

Signed by Layne Christensen Company (jim.bruneio@gcinc.com)
IP: 73.53.163.76

TITLE	FOR SIGNATURES - Cooperative Purchasing Agreement for the...
FILE NAME	READY FOR COUNCIL...ee Piggyback).pdf
DOCUMENT ID	1039c389765b6310225d6f3d1240e5624dac23a2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 14 / 2021
14:39:53 UTC-4

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IP: 107.72.178.218



06 / 14 / 2021
14:40:11 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 107.72.178.218



06 / 14 / 2021
15:18:09 UTC-4

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IP: 216.255.240.104



06 / 14 / 2021
15:18:21 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



06 / 14 / 2021
15:18:21 UTC-4

The document has been completed.