



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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County Attorney

Diana M. Parker
County Hearing Examiner

239.533.8883

June 19, 2008

Stucky Drilling Services, Inc.
Mr. Chris Lermann
1107 SE 12th Place
Cape Coral FL 33990

SUBJECT: RFQ-08-05 COUNTY-WIDE WELL ABANDONMENT PROGRAM

ENCLOSURE (1): Executed Copy of Construction Contract

Dear Mr. Lermann:

Enclosed is your executed copy of Construction Contract Agreement for the project known as "County-Wide Well Abandonment Program".

Please note the contract number for this project is **4338**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
CONTRACTS MANAGEMENT

Cindy Logan
Contract Manager

C: Roland Ottolini, Director, Natural Resources
Internal Services, Fiscal
Contracts Management

LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. 4338
Board Award Date: 4/29/2008

AGREEMENT

made as of the 29th day of April in year of 2008 BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida
and the CONTRACTOR:

Stucky Drilling Services Inc.
1107 SE 12th Place
Cape Coral FL 33990
Name and Address

Check Appropriate Line:
 Individual
 Partnership
 Incorporated in the
State of Florida

in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the Work required by the Contract Documents for the:

Scope of Services: Contractors to plug flowing wells of various diameters and depths throughout Lee County. The total number of wells to be plugged has been approximated at 93 but is dependent upon the number of wells identified and/or reported. Well plugging assignments will be rotation based to be determined by the Lee County project manager. The work shall be completed in accordance with local and state codes and regulations and best management practices.

PROJECT NAME: RFQ-08-05 COUNTY-WIDE WELL ABANDONMENT PROGRAM

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of
For the fees indicated in Attachment #1

ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

CONSTRUCTION CONTRACT

3.1 Payments will be made on a lump sum basis and at the completion of each well plugging project the Contractor received.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and enumerated as follows:

4.1 Lee County Request for Bids/Project Manual Titled:
County-Wide Well Abandonment Program Dated February, 2008

4.1.1 Contractors Bid Proposal Dated March 19, 2008

4.2 Project Drawings consisting of the following sheets listed by title and date:

NOT APPLICABLE

4.3 Public Payment & Performance Bond - WAIVED

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Documentation submitted by the CONTRACTOR prior to the Notice of Award:
(insert here) Well Plugging Unit Price Sheet

4.7 Addenda, if any.

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal.

5.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal.

CONSTRUCTION CONTRACT

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION (Continued)

Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$ 50.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment. Further the CONTRACTOR shall be liable for any actual damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for final completion in the Contract Documents. Actual damages may include, but not be limited to, cost related to supervision, inspection, rentals, testing, consulting fees, or lost productivity.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.


6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in quadruple. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to Lee County Contracts Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

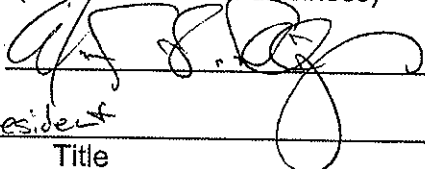
Signed, sealed, and delivered in the presence of:



Secretary

(Corporate Seal)

Stucky Drilling Services, Inc
(Correct Name of Business)

BY: 


President
Title

Date: 6/4/08

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

Charlie Green
ATTEST: Clerk of the Board

BY: Marcia Wilson
Deputy Clerk

BY: 

Chairman

Date: _____

APPROVED AS TO FORM

BY: 

Assistant County Attorney



WELL ABANDONMENT PROGRAM - CONTRACTOR UNIT PRICE SHEET

ATTACHMENT #1

ATTACHMENT #1				AVERAGE	WEIGHTED AVERAGE	LOW FOUR AVERAGE
ITEM	DESCRIPTION	QTY	UNIT			
1	Mobilization/Demobilization	1	LS	\$1,316.67	\$1,212.50	\$900.00
2	Pump and/or Drop Pipe Removal	1	LS	\$883.33	\$737.50	\$475.00
3	Temp Plug Install (Flowing Well Flow Control)	1	LS	\$475.00	\$500.00	\$412.00
4	Gravel (Furnished/Installed to Fill Voids in Well)	1	YD	\$76.67	\$73.75	\$60.00
5	Calcium Chloride (Furnished/Installed to Accelerate Grout Set) 100 LB	1	BAG	\$54.83	\$46.25	\$40.00
6	Portland Cement (Furnished/Installed as Well Plugging Grout)	1	BAG	\$37.33	\$37.50	\$37.75
7	Bentonite (Furnished/Installed as a Grout Additive)	1	BAG	\$29.50	\$29.25	\$25.50
8	High Density Fluid (Furnished/Installed to Temporarily Halt Artesian Flow to Facilitate Well Plugging)	1	BAG	\$785.67	\$46.00	\$41.00
9	Standby Time	1	HR	\$245.00	\$248.75	\$217.50
10	Drilling Rig Time	1	HR	\$329.17	\$306.25	\$281.25
11	Special Equipment: Backhoe, etc	1	DAY	\$701.67	\$727.50	\$527.50
12	Bull Dozier	1	DAY	\$1,174.17	\$1,087.50	\$886.25
13	Trackhoe	1	DAY	\$1,170.83	\$1,087.50	\$881.25
14	Backhoe	1	DAY	\$796.67	\$812.50	\$645.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2008

PRODUCER Phone: 863-686-2113 Fax: 863-683-7892
Lanier Upshaw, Inc.
1115 US Hwy 98 South
P.O. Box 468
Lakeland FL 33802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Stucky Drilling Services, Inc., SAS Water
Solution Corp, SAS Water Treatment
1107 S E 12th Place
Cape Coral FL 33990

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	24112
INSURER B: FFVA Mutual Ins. Co.	10385
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TRA1349144	1/1/2008	1/1/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA1349144	1/1/2008	1/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	TRA1349144	1/1/2008	1/1/2009	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC84000164212007A	12/31/2007	12/31/2008	WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional names: Specialized Drilling Services
 *A 10 day notice of cancellation applies to non payment of premium.
 Certificate holder is additional insured in regards to the commercial general liability when required by written contract.
 Certificate holder is named as additional insured with regards to General Liability coverage.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
 Attn: Public Works
 P.O. Box 398
 Fort Myers FL 33902-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Antony D. Carter

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.