

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 034-09

Contract No. _____

Project Name City of Naples Aquifer Storage and Recovery (ASR) Test Well

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Diversified Drilling Corporation, a Florida corporation, **8801 Maislin Drive, Tampa, FL 33637**, (the "CONTRACTOR").

WITNESSES:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as City of Naples Aquifer Storage and Recovery Test Well, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed 150 days after Notice-To-Proceed. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed

\$783,783.00 and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be

considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Diversified Drilling Corporation
8801 Maislin Drive
Tampa, FL 33637
Attn: C.W. Musselwhite, V.P.

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Diversified Drilling Corporation
A Florida Corporation [or other entity]

By: _____
Its _____

Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.

DIVISION 0 – SECTION 00300: BID PROPOSAL

(BID FORM)

Proposal of DIVERSIFIED DRILLING CORPORATION
(Contractor)

8801 Maislin Drive, Tampa, FL 33637
(Address)

to furnish and deliver all materials and to do and perform all Work in accordance with the Contract Documents for the Project entitled:

CITY OF NAPLES

AQUIFER STORAGE AND RECOVERY TEST WELL

**To: Purchasing Division
270 Riverside Circle
Naples, Florida 34102**

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City of Naples (the "CITY") in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the Contract Documents.**
- 2. Bidder accepts all of the terms and conditions of the Instructions to Bidders and Bidding Documents, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and Contract Documents (except Drawings) and the evidence of insurance as required by the General Conditions and a payment bond and a performance bond meeting the requirements of the General Conditions, all within the time period specified in the Instructions to Bidders. If Bidder should fail to sign and deliver the Agreement and Contract Documents (except Drawings) and deliver them to the CITY along with the evidence of insurance as required by the General Conditions, and a payment bond and performance bond meeting the requirements of the General Conditions, all within the time period specified in the Instructions to Bidders, the CITY shall have the power to annul and void the award and also retain for the CITY the Bid Security accompanying this Proposal which shall become forfeited as liquidated damages.**
- 3. The representations and additional agreements of CONTRACTOR contained in the Agreement which is part of the Contract Documents are hereby incorporated by reference herein and adopted by Bidder's as its own representations and additional agreements which shall control over any contrary provisions of the Contract Documents.**

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined copies of all the Contract Documents and the following addenda:**

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
<u>1</u>	<u>06/25/2009</u>	<u> </u>	<u> </u>
<u>2</u>	<u>06/25/2009</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b.** Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary
- c.** **This Bid is genuine, made fairly and in good faith without collusion or fraud and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no official of the CITY or any person in the employ of the CITY is directly or indirectly interested in said bid or in the supplies of work to which it relates, or in any person of the profits thereof.**
- d.** **The Bidder agrees, if this bid is accepted, to contract with CITY, pursuant to the terms and conditions of the Contract Documents and to furnish and assume full responsibility for furnishing and providing all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, power, heat, telephone, water, sanitary facilities, and all other facilities and services and incidentals, whether temporary or permanent, necessary for the furnishing, performance, testing, start-up and final completion of the Work.**
- e.** **This City ASR Project has some strict initial time parameters with the start of construction. The City requests that the contractor provide their professional appraisal as to the possibility of mobilizing all equipment for the project within two (2) weeks of receipt of the City of Naples Executed Contract and Purchase Order.**

XX YES NO RELEVANT COMMENTS: _____

SCHEDULE OF BID PRICES

AQUIFER STORAGE AND RECOVERY TEST WELL

Gentlemen, the undersigned bidder proposed to furnish all labor, tools, material, supplies, and equipment, and other items referred to in 4 d. of this Bid Proposal and to sustain all expense incurred in doing the Work set forth below that may be awarded the undersigned by the CITY through its proper officers, and to do the same strictly in accordance with the Drawings and Contract Documents on file in the Office of the CITY, which are referred to below and made a part hereof, at the following combination of lump sum and unit prices:

<u>BID ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	Lump sum	PART 1 – For the construction of one aquifer storage and recovery well complete with all appurtenances and testing for the lump sum price of <u>Seven Hundred Fifty Eight Thousand Seven Hundred Eighty-Three*****Dollars and</u> <u>Zero*****Cents</u>	\$ 758,783.00
<u>Adjustment Values (To establish unit prices)</u>			
1.01	50 feet	For drilling nominal 50-inch borehole \$ 370 /foot	
1.02	50 feet	For furnishing and installing 42-inch pit casing \$ 370 /foot	
1.03	450 feet	For drilling nominal 42-inch borehole to 1,000 450 feet bpl \$ 40 /foot	
1.04	450 feet	For furnishing and installing 34-inch surface casing \$ 150 /foot	
1.05	1,500 feet	For drilling 8-inch pilot hole to 1,500 feet bpl \$ 20 /foot	
1.06	450 feet	For furnishing and installing 34-inch intermediate casing \$ /foot	
1.07 1.06	50 450 feet	For drilling nominal 34-inch borehole to 90 450 feet bpl \$ 50 /foot	
1.08 1.07	900 feet	For furnishing and installing 24-inch intermediate casing \$ 235 /foot	

1.09 1.08	600 feet	For drilling nominal 24-inch borehole to 1,500 feet bpl	<u>\$ 32 /foot</u>
1.10 1.09	40 hours	For running pumping test	<u>\$ 90/hour</u>
1.11 1.10	100 hours	For well development	<u>\$ 90/hour</u>
1.12 1.11	4 tests	For running straddle packer tests and fluid samples	<u>\$ 9,200/each</u>
1.13	6,000 cf	For furnishing and placing mixed cement	<u>\$ /cubic foot</u>
1.14 1.13	200 hours	For standby time	<u>\$ 1/hour</u>
2	Lump sum	PART 2 – Allowance for additional work associated with the Aquifer Storage and Recovery Test Well as directed by the CITY complete and in place for the lump sum price of <u>Twenty five thousand Dollars and Zero Cents.</u>	<u>\$25,000.00</u>

The CITY reserves the right to waive any informality in any bid and to reject any and all bids for any reason whatsoever that CITY may deem necessary for its best interest.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 2): \$ 783,783.00
(FIGURES)
Seven Hundred Eighty-Three Thousand, Seven Hundred Eighty-Three
***** **Dollars and**
Zero***** **Cents**
(TOTAL WRITTEN DOLLAR AMOUNT)

Amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words shall govern for each bid item, base bid, and alternate bid item.

4. Bidder agrees that the Work will be substantially completed by 120 days from the date indicated in the Notice-to-Proceed with final completion by 150 days.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond (5% of total Bid Price) meeting the requirements as set forth in the Instructions to Bidders for \$ 5% payable to the City of Naples which is to be forfeited as liquidated damages in the event that this Proposal is accepted, and the undersigned shall fail to execute and deliver to the CITY the Agreement and Contract Documents (except Drawings) and the evidence of insurance as required by the General Conditions and a payment bond and a performance bond meeting the requirements of the General Conditions, all within the time period specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid shall be addressed to the Bidder as indicated below.

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish and install all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the specified Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

NOTE: If you choose to bid, please submit in triplicate (ONE ORIGINAL and TWO COPIES) of your bid proposal package on this form.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH THE BID. THESE DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS BID:

- Invitation To Bid (Front Page)**
- References (Page 9)**
- Section 00300 - Bid Proposal with Bid Schedule**
- Section 00301 - Statement of Bidder's Qualifications**
- Section 00410 – Bid Proposal Bond**
- Section 00420 – Corporate Resolution**
- Section 00470 – Drug-Free Work Place Certification**
- Section 00480 – Non-Collusion Affidavit**
- Section 00490 – Trench Safety Affidavit (Required by State Law)**

Bidder agrees to submit Application for Payment on prescribed Application for Payment form and submit specified Release of Liens and Affidavit Forms for payment under this contract. Ten (10) percent shall be withheld from each payment until satisfactory completion of Punch List corrections and acceptance by Engineer and Owner and the Work is certified Substantially Complete by Engineer/Project Manager.

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the project drawings and specifications.

In submitting this bid, the Bidder makes all representations required by the Invitation to Bid and Instructions to Bidders and further warrants and represents the following:

1. Bidder is aware of the general nature of Work to be performed by Owner and others at the site as it relates to this Work indicated in the contract documents.
2. Bidder has given Engineer/Project Manager/Owner notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this bid is submitted.

Upon receipt of written notice of conditional acceptance of this Bid, Bidder will execute the formal Contract attached within ten (10) calendar days and deliver Insurance as required by the Contract Documents.

Submitted on July 1st, 2009.

a.) (If an individual, partnership, limited liability company, or non-incorporated organization)

Signature of Bidder N/A

By N/A

Address of Bidder N/A

N/A

Formed under the laws of the State of N/A

b.) (If a corporation)

Signature of Bidder 

Corporate Seal

C.W. "Bill" Musselwhite, VP **By**

Address of Bidder 8801 Maislin Drive

Tampa, FL 33637

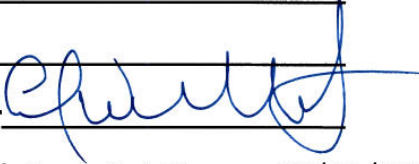
Incorporated under the laws of the State of Florida, 09/29/1976

c.) Certificate of Competency number 11191 / 23271.

- d.) List the names of all of the corporate officers, or partners, or members, or individuals doing business under the corporation, partnership, limited liability company or other entity shown above (or in the case of an individual list all individuals) and in case that any of the entities or individuals are doing business under a fictitious name also list all entities and individuals doing business under the fictitious name, as follows:

Please see attached

Signature of Bidder



By C.W. "Bill" Musselwhite 07/01/2009

Name

Vice President

Title

Business Address 8801 Maislin Drive

Tampa, FL 33637

Incorporated or formed under the laws of the State of Florida, 09/29/1976

[Remainder of this page left blank intentionally]

END OF SECTION 00300 - BID PROPOSAL

**DIVISION 0 – SECTION 00301
STATEMENT OF BIDDER'S QUALIFICATIONS**

**AQUIFER STORAGE AND RECOVERY TEST WELL
WASTEWATER TREATMENT AND RECLAMATION FACILITY**

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of ASR Wells. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification. Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: _____

Project Name: _____

Size and Number of Well(s): _____

Date Completed: _____

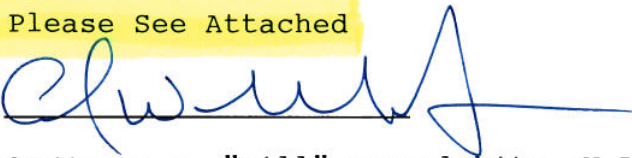
Installation by own forces: Yes / No

Installation by subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email): _____

Please See Attached

Signed



Name of Bidder C.W. "Bill" Musselwhite, V.P.

07/01/2009

RETURN WITH BID

END OF SECTION 00301 - STATEMENT OF BIDDER'S QUALIFICATIONS

**DIVISION 0 - SECTION 00410
BID PROPOSAL BOND**

RETURN IN DUPLICATE WITH BID (AS APPLICABLE)
NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED.


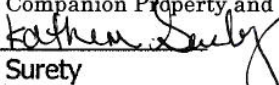
KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
Diversified Drilling Corporation as Principal,
and Companion Property and Casualty Insurance Company as Surety

are held and firmly bound unto the City of Naples, Florida, in the sum of
\$ 5% of the penal amount bid for the payment of which, will and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety
for work specified as:

**AQUIFER STORAGE AND RECOVERY TEST WELL
WASTEWATER TREATMENT & RECLAMATION FACILITY
1400 3rd Avenue North
Naples, Florida 34102
CITY OF NAPLES, BID # 034-09**

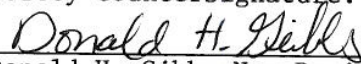
all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the
plans and specifications provided heretofore, all within Collier County, is accepted and the bidder
shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish
the required Performance Bond with surety or sureties to be approved by the Director of
Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by
law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated
damages.

Signed this 2nd day of July, 2009.
Diversified Drilling Corporation Companion Property and Casualty Insurance Company
 
Principal C.W. (Bill) Mussewhite J.P. Surety
Katherine Grimsley-Attorney-in-Fact

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his
title. The person signing for a corporation must, by affidavit, show his authority to bind the
corporation.

Surety Countersignature:


Donald H. Gibbs-Non Resident FL licensed
agent

END OF SECTION 00410 - BID PROPOSAL BOND

00410- 1

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows *[or in Exhibit B-1, which is attached and made part of this Agreement]*:

SEE EXHIBIT A

END OF EXHIBIT B

Rev. 8/13/08

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Diversified Drilling Corporation** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2009.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)