Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(D)

From: George M. Burgess
County Manager

Subject: Memorandum of Understanding and Agreement between Miami-Dade County and Evergreen National Indemnity Company for Completion of CHI-1 Floridan Aquifer Monitoring Well Project, Contract No. S-788

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Memorandum of Understanding and Agreement (Agreement) between Miami-Dade County and Evergreen National Indemnity Company (Surety) for the completion of Contract No. S-788: CHI-1 Floridan Aquifer Monitoring Well Project. The Agreement will settle the County's claims against Surety and was prepared by the Miami-Dade Water and Sewer Department (WASD) and the County Attorney's Office (CAO).

SCOPE

The impact of this agenda item is countywide as it entails providing data to the Florida Department of Environmental Protection (FDEP) to determine the extent of the migration of injected wastewater from the injection wells at the South District Wastewater Treatment Plant (SDWWTP).

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County because there is no additional County funding needed beyond the original contract allocation of $1,553,183.87 from WASD revenue bonds and wastewater connection charges.

TRACK RECORD/MONITOR

This project will be managed by WASD's Assistant Director of Engineering.

BACKGROUND

In December 2006, Contract No. S-788 was awarded to Jaffer in the amount of $1,553,183.87 for the construction of a Floridan Aquifer Monitoring Well approximately 1,770 feet deep. After the 14-inch steel casing of the monitoring well collapsed, Jaffer and Surety met with WASD to discuss solutions to the problem and consulted with FDEP to make sure the proposed remedies met FDEP's permit requirements. Jaffer was instructed by WASD to repair the monitoring well. In August 2008, an 8-inch casing which was part of the proposed repair also gave way and caved in. Consequently, on September 15, 2008, WASD terminated the contract with Jaffer for default. WASD also notified Surety of the termination and demanded that it perform the work under the performance and payment bond and compensate the County for project delays. Prior to the termination, the County paid Jaffer $597,709.93 for contract work.

Following the termination of Jaffer, Surety obtained bids and entered into a Completion Agreement (attached) with All-Webb's Enterprises, Inc. to complete the work. The County and Surety have agreed that through All-Webb, Surety will plug and abandon the failed well, construct a new well in accordance

with the original contract and settle the County's claim for delays for $140,000 without prejudice to the County seeking additional damages from Jaffer.

Surety's Completion Agreement with All-Webb is in the amount of $1,713,798.94. Surety shall pay $99,999 for the plugging and abandonment work and shall also pay the first $597,709.73 earned by All Webb for the construction of the new well. The County shall pay $815,474.14 which is the remaining balance of the original contract amount less the amount paid to Jaffer and the settlement amount of the claim for delays. Surety shall pay all additional amounts necessary to complete the work up to the penal sum of the bond ($1,553,183.87).

The successful completion of this project is imperative as it is a requirement of the operating permit issued by FDEP authorizing the operation of 17 wastewater injection wells at the SDWWTP. In addition, FDEP also issued Consent Order OGC File No. 03-1376 requiring the construction, testing, and operation of the monitoring well to provide injected wastewater migration data. Approval of the Agreement allows WASD to promptly complete this project with no additional County funding beyond the original contract allocation and provides compensation to WASD for project delays.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(D)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

✓ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(R)(1)(D)

3-3-09

RESOLUTION NO. _____

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN MIAMI-DADE COUNTY AND EVERGREEN NATIONAL INDEMNITY COMPANY FOR COMPLETION OF THE CHI-1 FLORIDAN AQUIFER MONITORING WELL PROJECT (CONTRACT NO. S-788) UNDER THE SURETY PERFORMANCE AND PAYMENT BOND NO. 851057 IN THE AMOUNT OF $1,553,183.87; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENT

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves the Memorandum of Understanding and Agreement between Miami-Dade County and Evergreen National Indemnity Company for completion of the CHI-1 Floridan Aquifer Monitoring Well Project (Contract No. S-788) under the Surety Performance and Payment Bond No. 851057 in the amount of $1,553,183.87, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute said agreement.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

EXHIBIT A

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN MIAMI-DADE COUNTY AND EVERGREEN NATIONAL INDEMNITY COMPANY CHI-1, FLORIDIAN AQUIFER MONITORING WELL PROJECT, CONTRACT NO. S-788

This Memorandum of Understanding and Agreement is entered into effective as of the __ day of _____ , 200__ by and between Miami-Dade County, a political subdivision of the State of Florida (the "Owner") and Evergreen National Indemnity Company, an Ohio Company authorized to do business in the State of Florida (the "Surety") [the Owner and the Surety are hereinafter collectively referred to as the "Parties"].

WHEREAS, on or about January 18, 2007, Jaffer Associates Corp. ("Jaffer") entered into a contract ("Contract") with the Owner for the project identified as CHI-1, Floridian Aquifer Monitoring Well Project, Contract No. S-788 (the "Project"); and

WHEREAS, the Contract amount was $1,553,183.87 which included, but was not limited to the following contingency items: $137,449.90 for unforeseen condition; $110,000.00 for cement and gravel; and $41,234.97 for permit fees and costs; and

WHEREAS, the Surety issued its Performance Bond numbered 851057, (the "Bond") in the penal sum of One Million Five Hundred Fifty-Three Thousand One Hundred Eighty-Three and 87/100 Dollars ($1,553,183.87) guaranteeing, in accordance with the terms thereof, the performance of Jaffer under the Contract; and

WHEREAS, work has been performed on the Project and funds in the amount of Five Hundred Ninety-Seven Thousand Seven-Hundred Nine Dollars and 73/100 ($597,709.73) have been paid to Jaffer and/or labor and material suppliers of Jaffer under the Contract leaving an unpaid account balance of $955,474.14 for Contract work including contingency items ("Contract Balance"); and

WHEREAS, on or about September 15, 2008, the Owner notified Jaffer and the Surety of its Declaration of Default of Jaffer under the Contract; and

WHEREAS, due to the default and collapse of the well installed by Jaffer, the Owner has determined that said well must be capped and has called on the Surety to arrange for said capping (the "Capping") and correct and complete or procure the completion of the Contract in accordance with the Contract documents; and

WHEREAS, the Owner has also made claim against the Surety for damages related to the delay of the Project, including, but not limited to, claims for liquidated damages, which claims the Surety has denied; and

WHEREAS, the Parties have chosen to resolve their disputes amicably in order to avoid unnecessary costs and delay and therefore the Owner has agreed to accept reimbursement in the amount of $140,000 for certain of its costs, which amount shall be deducted by the Owner from the Contract Balance, leaving an unpaid balance of Eight Hundred Fifteen Thousand Four Hundred Seventy-Four and 14/100 Dollars ($815,474.14) including contingency amount of $288,684.87 less $17,000 in payments made for contingency items (the "Remaining Balance"); and

WHEREAS, the Parties agree that it is in the best interests of all parties for an independent third party contractor to be hired by the Surety to complete the Plugging and Abandonment work ("Plugging and Abandonment Work") as well as the work required under the Contract (the "Contract Work") [Plugging and Abandonment Work and Contract Work collectively shall be referred to as the "Completion Work"] pursuant to the Bond; and

WHEREAS, the Surety has arranged for performance of both the Plugging and Abandonment Work and Contract Work by All Webb's Enterprises, Inc. ("All Webb") and has entered into a contract with All Webb to complete the Work (the "Completion Agreement"); and

WHEREAS, the Parties recognize that the Surety has the right to recover from Jaffer all costs, damages, and expenses incurred by the Surety arising out of or related to Jaffer's default and the Completion Work and the Surety's issuance of its Bond, including payment of claims of labor and material suppliers against Jaffer; and

WHEREAS, the Parties recognize that the Owner has the right to recover from Jaffer all unpaid costs, damages and expenses, including, but not limited to, liquidated damages, incurred by the Owner arising out of or related to Jaffer's default; and

WHEREAS, the Owner recognizes that, to the extent that the Surety properly advances costs for the Completion Work, the Surety is entitled to a credit against the penal amount of the Bond.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is understood and agreed as follows:

1. The Surety shall pay all costs of the Capping Work.

2. The Contract Work performed by All Webb shall be paid by the Surety and the Owner as follows: a) the Surety shall pay the first $597,709.73 earned by All Webb in accordance with the terms of the Contract; b) the Owner shall pay the Remaining Balance to the Surety as said amount is earned by All Webb in accordance with the terms of the Contract; and c) the Surety will pay all additional amounts necessary for the Completion Work up to the penal sum of the Bond.

3. The Owner shall also pay to the Surety any additional sums resulting from "add" change orders or contingency work, duly authorized by the Owner pursuant to the Contract, plus any other pay items duly authorized pursuant to the Contract and subject to any deductions including "deduct" change orders, provided said Contract is satisfactorily completed by Surety. Owner agrees to immediately review all "add" change orders or contingency work previously submitted by Surety's Principal, promptly remit payment for all such "add" change orders and contingency work approved by the project engineer, and provide written explanation for such "add" change orders and contingency work not approved for payment. Said sum shall be paid directly to the Surety, and all subsequent Applications for Payment and Retentions to be submitted by Surety and made payable directly thereto. Such payments shall be made in conformance with the Contract payment requirements. Owner recognizes its obligation to make payment in a timely manner pursuant to the Contract.

4. Surety's only liability for liquidated damages shall be in the event the Completion Work is not completed within seven (7) months of the date of receipt of the Notice to Proceed, in which case liquidated damages shall be at the rate stated in the Contract and shall run from the date seven (7) months after the Notice to Proceed until substantial completion of the Completion Work.

5. The Parties agree that all amounts due from the Owner under this Agreement will be paid to Contract Operations Planning, LLC ("COP"), as escrow agent. COP shall provide the County with all required documentation to receive payments. Payments from the Owner shall be made in a timely manner in accordance with the Contract payment requirements. The Parties understand that no charges shall be incurred for this escrow. All payments are to be made payable to COP, LLC and sent to 23500 Mercantile Road, Suite D, Beachwood, Ohio 44122, Attn: Ray Zetts, Escrow Agent.

6. The Surety and the Owner, and their parents, subsidiaries, affiliates, directors, officers, shareholders, partners, principals, employees, agents, insurers, attorneys, predecessors, successors, assigns, heirs, or legal representatives, whether acting in an individual or representative capacity, and any other persons acting on its behalf in a community of interest with them, hereby release and discharge each other from any and all claims, causes of action, debts, suits, rights of action, sums of money, invoices, liabilities, losses, expenses, charges, liens, bonds, bills, covenants, contracts, controversies, agreements, promises, judgments, demands or obligations of any kind or nature whatsoever, whether or not asserted, threatened, alleged or liquidated, at law or equity or otherwise in connection with the Contract and the Bond, through the date hereof; provided, however, that nothing herein is intended to release any claims of the Owner or the Surety against Jaffer and nothing is intended to release the Bond set forth above.

7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings and negotiations between the Parties with respect to the Project. The "Whereas" provisions set forth above are incorporated into and made a part of the Agreement.

8. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall not be modified or amended except by a written agreement signed by all Parties.

9. Each of the parties to this Agreement and any individual executing this Agreement on behalf of any public, corporate or business entity represents to the other parties that they have full authority to enter into this Agreement, that all necessary approvals to enter into this Agreement have been obtained and that this Agreement is the valid and binding agreement of each of the parties hereto and enforceable according to its terms.

10. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same Agreement.

11. This Agreement is contingent upon the approval of the Miami-Dade Board of County Commissioners.

IN WITNESS WHEREOF, the parties by their duly authorized officials hereby execute this Memorandum of Understanding and Agreement.

MIAMI-DADE COUNTY

By:_____
Its: _____

EVERGREEN NATIONAL INDEMNITY COMPANY

By:_____
Its: CFO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Henry N. Gillman,
Assistant County Attorney

MemorandumOfUnderstanding.Final

COMPLETION AGREEMENT BETWEEN EVERGREEN NATIONAL INDEMNITY COMPANY AND ALL WEBB'S ENTERPRISES, INC
CHI-1, FLORIDAN AQUIFER MONITORING WELL, MIAMI-DADE COUNTY, FLORIDA

This Completion Agreement is entered into effective as of the ___ day of _____, 200__, by and between Evergreen National Indemnity Company ("Surety") and All Webb's Enterprises, Inc. ("Completion Contractor").

WHEREAS, on or about January 18, 2007, Jaffer Associates Corp. ("Jaffer") entered into a contract (the "Contract") with Miami-Dade County ("Owner") for the Project identified as CHI-1, Floridan Aquifer Monitoring Well, Contract No. S-788 (the "Project"); and

WHEREAS, Surety issued its Performance and Payment Bond numbered 851057, (the "Bond") in the penal sum of $1,553,183.87 guaranteeing, in accordance with the terms thereof, the performance of Jaffer under the Contract; and

WHEREAS, on or about September 15, 2008, Owner notified Surety and Jaffer of its Declaration of Default of Jaffer under the Contract; and

WHEREAS, due to the default and collapse of the well installed by Jaffer, the Owner has determined that said well must be plugged and abandoned in accordance with the contract and the requirements of the Florida Department of Environmental Protection and has called on the Surety to arrange for said plugging and abandonment (the "Plugging and Abandonment") and correct and complete or procure the completion of the Contract in accordance with the Contract documents, including the Bond; and

WHEREAS, Surety and Owner intend to enter into a Memorandum of Understanding and Agreement in the form attached hereto as Exhibit A for the Plugging and Abandonment of the well installed by Jaffer (the "Plugging and Abandonment Work") and the completion of the Contract, including approved allowance work (the "Contract Work") [the Plugging and Abandonment Work and Contract Work are collectively referred to as, the "Completion Work"], which Memorandum of Understanding and Agreement shall be incorporated herein by reference upon execution by the parties; and

WHEREAS, Completion Contractor has provided a proposal for the Plugging and Abandonment Work and a proposal for the Contract Work dated November 12, including the December, 2008 revision to the Plugging and Abandonment Work, a copy of which is attached hereto for reference; and

WHEREAS, Surety and Completion Contractor herein have agreed to terms whereby Completion Contractor will perform the Completion Work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is understood and agreed as follows:

1. The Plugging and Abandonment Work. Completion Contractor agrees to perform the Plugging and Abandonment Work in accordance with the requirements of the Owner, Florida Department of Environmental Protection and this Completion Agreement for $99,999 to be paid by the Surety within fifteen (15) days of receipt of acceptance of

the Plugging and Abandonment Work by the Owner, plus $125,000 for mobilization to be paid by the Surety within fifteen (15) days after execution of this Agreement. Mobilization for the Plugging and Abandonment Work shall begin within three (3) days after execution of this Agreement and shall be completed within thirty (30) days thereafter.

2. The Contract Work. Conditioned on the Owner and the Surety entering into and executing the Memorandum of Understanding, Completion Contractor agrees to take over and fully and faithfully administer the Contract Work in accordance with the Relet Contract, as defined in paragraph 3 below.

3. The Relet Contract. The following documents, which are incorporated herein and made a part of this agreement, are collectively referred to as the Relet Contract:

   a) The Contract and the Contract Documents referred to therein, together with any all addenda, change orders, alterations, modification and amendments thereto, as well as those related to the Plugging and Abandonment Work;
   b) The Memorandum of Understanding and Agreement; and
   c) This Completion Agreement.

4. Date of Substantial Completion of the Contract Work. Completion Contractor agrees to initiate the Contract Work required under the Relet Contract immediately upon receipt of approval of the completed Plugging and Abandonment Work by the Owner or on or before ten (10) days after receipt of the Notice to Proceed with the Contract Work whichever is later. Completion Contractor agrees to substantially complete the Contract Work within five (5) months of the date of the Notice to Proceed. For purposes of this paragraph, substantial completion shall mean all work required under the Relet Contract except for: (a) "punch list" items; and (b) landscaping items.

5. Payment for the Contract Work. Completion Contractor shall prosecute and complete all work required under the Relet Contract for the lump sum of $1,428, 938 less the $125,000 for mobilization costs paid under the Plugging and Abandonment Contract. Said amount, plus any payments due for approved allowance work up to the $185,761.94 balance of allowance work shall be paid in accordance with the requirements of the Contract (the "Contract Sum"), except that earned payments shall be made by the Surety within fifteen (15) days after execution of the payment invoice.

6. Insurance/Bond for the Completion Work. Completion Contractor agrees to provide Surety with: a) certificates of insurance as required by the Contract, such certificates to reflect that Surety is a named insured and the County is an additional insured thereon; and b) a payment and performance bond, in the penal sum of $1,714,639, the total for the Completion Work, naming Surety and the County as obligees.

7. Contract Administration. Without limiting the generality of Completion Contractor's obligations under this Agreement to complete the Project in accordance with the Relet Contract, Completion Contractor shall be responsible for the processing and maintenance of all necessary paper work including, but not limited to, releases of liens, that may be required by Owner to obtain final acceptance of the Completion

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Work for the Project. Completion Contractor shall also be responsible for maintaining current and sufficient books, records, accounts, and reports to enable Completion Contractor and Surety to be fully informed as to the progress and costs of such work. Completion Contractor agrees to pay promptly, when due, all material and labor charges and all amounts due subcontractors and suppliers, said payments to be funded by Surety, and in general, to perform all of the Completion Work as required under the Relet Contract in a diligent and workmanlike manner, in accordance with the usual standards and customs of qualified contractors in Florida in the prosecution of similar projects for profit.

8. Indemnity. Completion Contractor shall indemnify and hold Surety and Owner harmless from and against any loss caused by the Completion Contractor, including, but not limited to, costs for liquidated damages for delay arising from Completion Contractor's failure to perform its contract with the Surety in a timely manner. Liquidated damages shall only be assessed against Completion Contractor if such damages are assessed by the Owner against the Surety.

9. Recitals. The "Whereas" provisions set forth above are hereby incorporated and made a part of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings and negotiations between the Parties with respect to the Project.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall not be modified or amended except by a written agreement signed by all Parties.

12. Counterparts. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Completion Agreement.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Its: CFO

ALL WEBB'S ENTERPRISES, INC.

By: _____
Its: _____

AllWebbCompletionAgreement.Final v1a

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Work for the Project. Completion Contractor shall also be responsible for maintaining current and sufficient books, records, accounts, and reports to enable Completion Contractor and Surety to be fully informed as to the progress and costs of such work. Completion Contractor agrees to pay promptly, when due, all material and labor charges and all amounts due subcontractors and suppliers, said payments to be funded by Surety, and in general, to perform all of the Completion Work as required under the Relet Contract in a diligent and workmanlike manner, in accordance with the usual standards and customs of qualified contractors in Florida in the prosecution of similar projects for profit.

8. Indemnity. Completion Contractor shall indemnify and hold Surety and Owner harmless from and against any loss caused by the Completion Contractor, including, but not limited to, costs for liquidated damages for delay arising from Completion Contractor's failure to perform its contract with the Surety in a timely manner. Liquidated damages shall only be assessed against Completion Contractor if such damages are assessed by the Owner against the Surety.

9. Recitals. The "Whereas" provisions set forth above are hereby incorporated and made a part of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings and negotiations between the Parties with respect to the Project.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall not be modified or amended except by a written agreement signed by all Parties.

12. Counterparts. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Completion Agreement.

EVERGREEN NATIONAL INDEMNITY COMPANY

By:_____
Its:_____

ALL WEBB'S ENTERPRISES, INC.

By: [illegible]
Its: President

Agreement is in general terms - Bid form "Exhibit A" is attached.

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

Dated: November 12, 2008

Evergreen National Indemnity Company
C/O COP, LLC
23500 Mercantile Road, Suite D
Beachwood, OH 44122

216-763-0602 ext 130
216-763-0677 fax
rzetts@copinc.com

The undersigned, as Contractor (herein used in the masculine singular, irrespective of actual gender and number) hereby declares that the only persons interested in this Proposal Form are named herein, that no other person has any interest in this Proposal Form or in the Contract to which this Proposal Form pertains, that this Proposal Form is made without connection or arrangement with any other person, and that this Proposal Form is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Bidder further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal Form pertains.

The Bidder understands that the Total for each and every item requiring a bid is the result of multiplying the Estimated Quantity times the Unit Price stated in words and figures. When the Estimated Quantity is an Aggregate Sum, the Aggregate Sum written in words shall be the same quantity as the Total.

The Bidder must incorporate into his bid prices the cost of random audits by the Office of the Miami-Dade County Inspector General. The Department will deduct 1/4 of one percent of each progress payment to fund the Office of the Miami-Dade Inspector General. See Section 29 of the Instruction to Bidders.

The Bidder proposes and agrees, if this Proposal Form should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County Florida.

"Exhibit A"

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

Plugging And Abandonment Plan

The Contractor is to plug and abandon the failed well in full compliance with the plugging and abandonment requirements of Rule 62-528.435 to insure that there will be no fluid movement in the well bore from one zone to another. MDWASD submits the following plan for achieving that, which plan has been approved by the Florida Department of Environmental Protection.

The caliper logs of the open hole and the known inside diameter of the casing will be used to calculate the volume of the hole and to prepare the cement calculations, estimating the volume of cement to be used for each lift. The type of cement and the water content of the cement will meet the same criteria as originally required (sulfate resistant). Should it be determined after repeated attempts that there may be zones of lost circulation within the open hole interval where cementing cannot be performed, those zones will be bridged with gravel and above the bridge cementing will continue.

The well will be cemented from the bottom to the top using a balanced method with two tremie pipes. The cement will be pumped down the tremie pipes to the bottom of the open hole and the tremie pipes will be raised above the calculated elevations of the cement lift as the cement is left to harden. The cement top will be tagged and only after a hard tag is felt will the placement of the next lift proceed. The well casing will be cut off at pad surface and the hole around the casings and inside the casing will be filled evenly with the drilling pad surface.

TOTAL LUMP SUM PRICE: ~~225,000.00~~ $99,999.99

Dere

. mobilization 125,000.01 as bid @ 1/9/09

December, 2001

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

BID AS PER ORGINAL DESIGN AND ORGINAL BID:

Item No.	Estimated Quantity	Description	Total
1.	Aggregate Sum Delete @ 1/9/09	For selling and delivering to the Sum Department all materials/ equipment and supplies to construct the Floridian Aquifer dual zone monitor well, well head, ~~and four BA monitoring wells~~, complete, the aggregate sum of THREE HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED FORTY SEVEN DOLLARS and ZERO Cents	$ 396,747.00 LS
2.	Aggregate Sum Delete @ 1/9/09	For all other costs for construction, development and testing of the Floridian Aquifer dual zone monitor well, well head ~~and four BA monitoring wells~~, including installation of all materials, equipment and supplies furnished under item 1 above, together with all other miscellaneous cost, complete, the aggregate sum of EIGHT HUNDRED FORTY FOUR THOUSAND THREE HUNDRED EIGHTY ONE DOLLARS and ZERO Cents	$ 844,381.00 LS
3.	10 Cores Analysis w/ 3 new cores collected Note: seven have been collected already @ 1/9/09	For all cost for core runs as specified, the price of THREE THOUSAND ONE HUNDRED EIGHTY FIVE DOLLARS and ZERO Cents ($ 3185.00)	$ 31,850.00 LS

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

Item No.	Estimated Quantity	Description	Total
4.	3,080 Each	For selling, delivering to the Department And placing where directed by the Engineer, Sacks of Type II neat cement for grouting wells, the price each of THREE DOLLARS and ZERO Cents ($ 3.00)	x 3080 $ ~~3.00~~ 9240.00 LS
5.	10,000 Each (Contingent Item)	For selling and delivering to the Department and placing where directed by the Engineer, sacks of Type II neat cement with additives for grouting high flow zone, the price each of FIVE DOLLARS and ZERO Cents ($ 5.00)	(W) 1/9/09 $ 50000.00 LS
		Note that the price-bid for each sack of Bid Item No. 5 shall not exceed the price bid for each sack of Bid Item No.4 by more than fifty (50) percent.	
6.	1,000 Cubic Feet (Contingent Item)	For selling and delivering to the Department and placing where directed by the Engineer, gravel for bridging high flow zones, the price per cubic foot of FIFTEEN DOLLARS and ZERO Cents ($ 15.00)	$ 15,000.00 LS

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

7.	8 Each	For all cost for packer tests, including changing packer spacing up to three times For each test, the price each of TEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS and ZERO Cents ($ 10,215.00)	$ 81,720.00 LS
8.	Subtotal	The total of Bid Items 1 through 7, the sum of	$ 1,428,938.00
9.	Dedicated Allowance	For all cost of required construction permits, fees, impact fees and inspections, If authorized by the Engineer, the sum of 3% of the Subtotal, Item 8, (.03)X(Subtotal, Item 8). FORTY TWO THOUSAND EIGHT HUNDRED SIXTY EIGHT Dollars and FOURTEEN Cents.	$ 42,868.14
10.	Allowance Account	For unforeseen conditions, for minor construction changes and for quantity adjustments, If ordered by the Engineer, the sum of 10% of the Subtotal, Item 8, (.10)X(Subtotal, Item 8). ONE HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED NINETY THREE DOLLARS and EIGHTY Cents	$ 142,893.80

PROPOSAL FORM
FOR

CRI-1, FLORIDAN AQUIFER MONITORING WELL

CONTRACT NO. S-788R

11.	Time Allowance Account	For unforseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer, the total of EIGHTEEN (18) Consecutive Calendar Days

TOTAL BID (Items 8 through 10) $ 1,614,699.94

Note A: For a detailed description of each Proposal Item, refer to Section 01025, of the Specifications entitled "Measurement and Payment".

* Contractor will be paid within 15 days of receipt of invoice by Surety.