



Ocala City Council Agenda - **Revised**

Tuesday, January 6, 2026

Meeting Information

Location

Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

<https://www.ocalafl.gov/meetings>

Time

4:00 PM

Council Members

Ire Bethea Sr., Council President
Jay A. Musleh, Pro Tem
Kristen Dreyer
James P. Hilty Sr.
Barry Mansfield

Mayor

Ben Marciano

City Manager

Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!

Citizens are encouraged to participate in City of Ocala meetings. Speakers wishing to provide public comments to the City Council should complete a written public comment form and shall submit said form to the City Clerk prior to the meeting being called to order. Unless otherwise permitted, no person shall be permitted to provide public comments to City Council if they have not completed and submitted a public comment card prior to the meeting being called to order. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS

Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE

If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

Revised 1/5/26: Added item 4d, pulled 10e.**1. Call to Order****2. Roll Call**

- 2a. New Employees
- Kenneth Geary, Facilities
 - William Polykronis, Facilities
 - John Shinnick, Facilities
 - Gary Bozeman, Public Works

3. Public Notice**4. Proclamations and Awards**

- 4a. [Presentation of the Arbor Day Proclamation to the Presidents of Pioneer Garden Club Jacqua Ballas and Marjorie Hendon](#)
- 4b. [Presentation of the Newton A. Perry Day Proclamation to Jessica Fieldhouse, Ocala Main Street Executive Director, and to Delee Perry, daughter of the late Newton A. Perry](#)
- 4c. [Presentation of the Marion County's Dr. Martin Luther King, Jr. Commemoration Day Proclamation to Ms. Paula Leahmon, President of Marion County's Dr. Martin Luther King, Jr. Commemorative Commission, Inc.](#)
- 4d. Presentation of the late Honorable Mrs. Mary Sue Rich Proclamation to the family of Mrs. Mary Sue Rich **2026-0552**

5. Presentations**6. Consent Agenda**

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

6a. [Fiscal Year 2026-27 tentative budget calendar](#)

Presentation By: Tammi Haslam

6b. [Budget Resolution 2026-119 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund reserve account to supplement the purchase of handheld x-ray equipment in the amount of \\$48,515](#)**[BR-2026-119](#)**

Presentation By: Michael Balken

6c. [Certified administrative costs for SunTran's Fiscal Year 2024-25 budget as required by Section 341.071 of the Florida Statutes](#)

Presentation By: Tom Duncan

- 6d. [Four-year renewal agreement with Truist Bank for comprehensive banking services through May 31, 2030](#)

Presentation By: Peter Brill

- 6e. [Resolution 2026-10 to accept the donation of outdoor sculpture “Flamingo”, valued at \\$9,500 into the City’s public art collection for permanent display at Tuscawilla Park](#)

[RES-2026-10](#)

Presentation By: Emily Parkman

- 6f. [Resolution 2026-11 to appoint members to the City of Ocala’s Affordable Housing Advisory Committee for three-year terms ending December 31, 2028](#)

[RES-2026-11](#)

Presentation By: James Haynes

- 6g. [Budget Resolution 2026-120 to amend the Fiscal Year 2025-2026 budget to accept and appropriate program income for the City of Ocala’s State Housing Initiative Program grant in the amount of \\$1,152](#)

[BR-2026-120](#)

Presentation By: James Haynes

- 6h. [December 16, 2025 City Council meeting minutes](#)

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

- 9a. [Public hearing to review and receive comments concerning SunTran’s proposed budget for Federal Fiscal Year 2025 which includes Section 5307 grant funding from the Federal Transit Administration, Florida Department of Transportation Block Grant funding, toll road revenue credits, and local matches from the City and County for a total budget of \\$6,300,562](#)

Presentation By: Tom Duncan

- 9b. [Public Hearing to consider the issuance of a location permit for the sale of beer, wine and liquor for off-premises consumption for Wal-Mart Stores East, LP, doing business as, Walmart #4245 located on Parcel 29850-001-00 \(Quasi-Judicial\)](#)

Presentation By: Endira Madraveren

- 9c. [Ordinance 2026-5 to amend the Code of Ordinances, City of Ocala, Florida, Section 122-1225 to authorize the use of above-ground air curtain burners as an ancillary use to a materials recovery facility as well as establishing conditions and limitations relating to such ancillary use \(COD25-0004\)](#)

Presentation By: Jeff Shrum

Introduced by: James P. Hilty Sr

- 9d. [Ordinance 2026-6 to rezone approximately 3.57 acres for a portion of property located at 2336 NW Seventh Street \(Parcel 22682-000-00\) from M-1, Light Industrial, to M-2, Medium Industrial \(Case ZON25-0014\) \(Quasi-Judicial\)](#)

Presentation By: Emily Johnson

Introduced by: Kristen M. Dreyer

10. General Business

- 10a. [One-year renewal of the Construction Services Agreement with Miller Pipeline, LLC, for Water Resources Improvement Program Projects in an amount not to exceed \\$2,000,000](#)

Presentation By: Sean Lanier

- 10b. [Renewal of contract with Art Walker Construction, Inc. for lime sludge hauling services at Water Treatment Plant No. 1 with a two-year expenditure of \\$180,000](#)

Presentation By: Sean Lanier

- 10c. [Cost-share agreement with St. Johns River Water Management District for the Ocala Lower Floridan Aquifer Conversion Phase IV project in the amount of \\$2,000,000](#)

Presentation By: Sean Lanier

- 10d. [Budget Resolution 2026-121 to accept and appropriate funds from St. Johns River Water Management District for the Lower Floridan Aquifer Conversion Phase IV project in the amount of \\$2,000,000 and transfer the cost share amount of \\$2,000,000 from the Water Resources fund reserve for contingencies account](#)

BR-2026-121

Presentation By: Sean Lanier

- 10e. Item pulled.

- 10f.** [Budget Resolution 2026-122 to amend the Fiscal Year 2025-26 budget to accept and appropriate 2025-26 State Housing Initiatives Partnership Program grant funding in the amount of \\$242,771](#) **[BR-2026-122](#)**

Presentation By: James Haynes

- 10g.** [Purchase of various inventory items for Ocala Fiber Network from multiple vendors in an amount not to exceed \\$207,590](#)

Presentation By: Mel Poole

- 10h.** [A three-year Agreement with Exceleron Software, LLC, for MyUsage Prepaid Software in an amount not to exceed \\$1,500,000](#)

Presentation By: Veronica Martinez

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, January 13, 2026 - City Council workshop Re: Sanitation Rate Study - 12:00pm - Council Chambers

- Monday, January 19, 2026 - Martin Luther King Jr. Day Holiday - City Offices closed

- Tuesday, January 20, 2026 - CRA Board meeting - 3:30pm - Council Chambers

- Tuesday, January 20, 2026 - City Council meeting - 4:00pm - Council Chambers

- Tuesday, January 27, 2026 - TPO Meeting - 3:00pm - McPherson Governmental Campus Auditorium

- Tuesday, February 3, 2026 - City Council meeting - 4:00pm - Council Chambers

- Tuesday, February 17, 2026 - CRA Board meeting - 3:45pm - Council Chambers

- Tuesday, February 17, 2026 - City Council meeting - 4:00pm - Council Chambers

- 17a.** [Power Cost Adjustment Report - November 2025](#)

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0163

Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

Presentation of the Arbor Day Proclamation to the Presidents of Pioneer Garden Club Jacqua Ballas and Marjorie Hendon

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0291

Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

Presentation of the Newton A. Perry Day Proclamation to Jessica Fieldhouse, Ocala Main Street Executive Director, and to Delee Perry, daughter of the late Newton A. Perry

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0424

Agenda Item #: 4c.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

Presentation of the Marion County's Dr. Martin Luther King, Jr. Commemoration Day Proclamation to Ms. Paula Leahmon, President of Marion County's Dr. Martin Luther King, Jr. Commemorative Commission, Inc.

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

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File #: 2026-0552

Agenda Item #: 4d.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

Presentation of the late Honorable Mrs. Mary Sue Rich Proclamation to the family of Mrs. Mary Sue Rich

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0285

Agenda Item #: 6a.

Submitted By: Cindy Krepps

Presentation By: Tammi Haslam

Department: Budget

STAFF RECOMMENDATION (Motion Ready):

Fiscal Year 2026-27 tentative budget calendar

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Florida Department of Revenue's Truth In Millage (TRIM) process establishes statutory requirements that taxing authorities levying a millage must follow. Failure to meet TRIM requirements will result in the loss of state revenue-sharing funds.

FINDINGS AND CONCLUSIONS:

The Office of Budget and Management prepares an annual budget calendar as a tool to produce a balanced budget and comply with TRIM requirements. The proposed Fiscal Year 2026-27 budget calendar includes dates for public hearings, events, and City department deadlines, as well as statutory requirements. The milestones detailed in the attached calendar are intended to prepare a budget that complies with Council direction and TRIM requirements.

FISCAL IMPACT:

Preparation of the Fiscal Year 2026-27 budget.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

None

Fiscal Year 2026-27 Budget Calendar

Dates	Description
January	Distribution of budget instructions and forms
January-February	Support department meetings to discuss IT (software and PC), Human Resources (personnel), Fleet (gas-powered vehicles/ equipment), Facilities (building maintenance), Engineering (facility construction & modification) & OFN (moving phones/relocating/renovations)
March 6	Fleet, Facilities, IT & HR recommendations due
March 13	Five-year Capital Plan, CIP forms and Special Requests due
March 20	Salary & Benefit forms due
March 27	Deadline for Munis budget entry for all departments
April 3	Fee Schedule due from applicable departments
TBD	Council Strategic Planning Workshop
April 10	Allocation data due from applicable departments
April/May	Budget/CMO meets with Departments
May 29	Long-range forecast due from applicable departments
July 21	City Council to Adopt Tentative Millage
August 11	Budget Presentation with City Council, Mayor, City Management, Senior Management and Budget Team
TBD	First Public Hearing to set Tentative Budget and Proposed Millage Rate
TBD	Second Public Hearing to adopt Final Budget and Final Millage Rate
September 30	Fiscal Year 2025-26 Ends
October 1	Fiscal Year 2026-27 Begins

Designates City Council participation



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-119

Agenda Item #: 6b.

Submitted By: Sarah Gifford

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:

Budget Resolution 2026-119 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund reserve account to supplement the purchase of handheld x-ray equipment in the amount of \$48,515

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Police Trust and Agency Fund was created to deposit revenues received from federal, criminal, administrative, or civil forfeiture proceedings. Trends have shown that individuals transporting drugs regularly hide them in concealed compartments in vehicles and other places. Handheld x-ray equipment is an important and effective tool for locating hidden compartments.

FINDINGS AND CONCLUSIONS:

The Ocala Police Department will enhance public and police safety by using the \$48,515 to supplement the purchase of handheld X-ray equipment for the Unified Drug Enforcement Strike Team.

Staff recommends approval.

FISCAL IMPACT:

The transfer of funds to 610-018-855-521-66-64010 (Machinery & Equipment \$5,000+) will supplement the purchase of specialized equipment in the amount of \$48,515.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-119

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS FROM THE POLICE TRUST AND AGENCY FUND RESERVE ACCOUNT TO PURCHASE SPECIALIZED EQUIPMENT THE AMOUNT OF \$48,515

WHEREAS, the Police Trust and Agency Fund was created to deposit revenues received from federal, criminal, administrative, or civil forfeiture proceedings; and

WHEREAS, criminals tend to hide illegal drugs in concealed compartments in vehicles and other places; and

WHEREAS, specialized equipment, such as handheld X-ray machines, is an important and effective tool used to locate hidden compartments that will enhance operational efficiency and better serve the community; and

WHEREAS, public and police safety will be enhanced with the utilization of \$48,515 to supplement the purchase of handheld X-ray equipment to be utilized by the Unified Drug Enforcement Strike Team.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below:

SOURCE:

610-099-999-521-81-99999	Reserve for Fund Balance	\$48,515
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USE:

610-018-855-521-66-64010	Machinery & Equip \$5,000+	\$48,515
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This resolution adopted this _____ day of _____, 2026.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Expires On: December 20, 2025

Phone: +1 617-467-5526
Fax: +1 617-467-5024
Email: sales@vikendetection.com

Account Manager: Eric Amberson
Phone: 7742581434
Email: eamberson@vikendetection.com

Lead Time	Payment Terms
6-8 Weeks To be confirmed at Order Acceptance	Prepaid, Net 30 subject to credit approval

Product Code	Description	QTY	Unit Price	Extended
12-100120	CPAK Bundled package which includes one of our top Nighthawk-BTX imaging systems (+Pb trap detection can be added as a configurable option) and our new Broadwing-DTX Transmission imaging system along with all related standard accessories.	1	\$50,250.00	\$45,250.00
1-100258	NHBTX-140W7 Imaging System	1	Included	Included
1-100090	Broadwing-DTX Bar	1	Included	Included
1-100094	Broadwing-DTX Arm	1	Included	Included
8-100411	NH Series Build Customization: +Pb Trap Detection	1	\$3,150.00	\$3,150.00
9-000001	ON-SITE HANDHELD TRAINING SESSION [CONUS] Includes one on-site trainer, travel & expenses (anywhere inside the US), materials, one day of classroom learning, and hands-on environment use. Max of 15 participants.	1	\$5,250.00	\$0.00
10-000001	Domestic Ground Shipping	1	\$115.00	\$115.00

Extended Warranties and Service Contracts	Year 1	Year 2 Extended	Year 3 Extended	Year 4 Extended	Year 5 Extended
CPAK (NHBTX-140W7 & Broadwing-DTX Kit) - Nighthawk Line Extended Warranty	Included	\$0.00	Declined Coverage	Declined Coverage	Declined Coverage

Warranty and Service Contract Net Price Per Year	Included	\$0.00	0	0	0
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Products and Services Subtotal	\$58,650.00
Shipping and Handling Subtotal	\$115.00
Extended Warranty Subtotal	\$0.00
Service Contract Subtotal	\$0.00
Total Discount	\$10,250.00
Total Price	\$48,515.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature:	_____	Effective Date:	____ / ____ / ____
Name (Print):	_____	Title:	_____
Purchase Order Number:	_____	Sales Tax Exempt:	Yes / No (If Yes, attach a copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS (“Order(s)”) FROM, AND SALES OF PRODUCTS (“Products”) OR SERVICES (“Services”) TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS, AND FULFILLMENT OF BUYER’S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER’S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

TAXES

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

PRICES

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller’s control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex-works" Seller’s premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot or will not take timely delivery of the Products, Buyer accepts that delivery may be made by Seller placing such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste. Seller’s obligation to provide Services is limited solely to services specified in a written statement of work, signed by Seller. Seller may accept any written request by Buyer to provide additional Services that is set forth in writing and signed by Seller, subject to these Terms and Conditions, and priced at no less than Seller’s standard time and materials rates.

PAYMENT

1. The term of payment shall be net 30 days from date of Seller’s invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily. In addition to all other remedies available under these terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. Seller may immediately cancel any Order then outstanding

(i) immediately in the event of bankruptcy or insolvency of Buyer and (ii) on 30 days' notice if Buyer fails to pay any amount when due under this Agreement.

3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified and shall pay for such Products the price set forth in the Quotation adjusted pro rata. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

1. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services, and any similar applicable law of any other jurisdiction (together, the "Anti-Corruption Laws") and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate any Anti-Corruption Laws. Where Buyer learns of or has reason to know of any violation of any Anti-Corruption Laws in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.
3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti-boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

WARRANTIES / SERVICE PARTS

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Replacement parts may be new or refurbished, at the election of Seller, and all replaced parts or Products shall become the property of Seller. Seller warrants that Services shall be performed in accordance with generally accepted industry practice.
2. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements.
3. Buyer shall inspect the Products and notify Seller in reasonable detail of any defect in the quality, condition, or nonconformance of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect or nonconformance was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including

software/firmware) or Services, and Seller shall have no liability for such defect. Buyer must provide Seller a reasonable opportunity after receiving the notice to examine such Products and reasonably verify Buyer's claim that the Products are defective or nonconforming.

4. Expendable items are expressly excluded from this warranty. Seller's sole liability with respect to equipment, materials, parts, or software furnished by third-party suppliers shall be limited to the assignment by Seller to Buyer of any such third-party supplier's warranty, to the extent the same is assignable. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of ((i) normal wear and tear, (ii) accident, disaster, abnormal physical stress or environmental conditions, or event of force majeure, (iii) misuse, fault or negligence of or by any person other than Seller, (iv) use of the Products in a manner for which they were not designed or contrary to any instructions issued by Seller, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper handling, storage, or testing of the Products or (vii) use of the Products in combination with equipment or software not approved by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by the warranty, Buyer shall pay Seller therefor at Company's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER OR A SELLER-TRAINED TECHNICIAN, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.
5. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
6. Notwithstanding any other term or condition, Seller warrants conformance as set forth in this section (Warranties) solely to specifications set forth in writing with respect to the Products or Services supplied by Seller, and not any specifications with respect to the combination of the Products or Services with any other products or services not supplied by Seller. Buyer bears all risks and is solely liable for conformance of such combined products or services with any third party or end user specifications.
7. Buyer will be the stockholder of service parts to meet its service support requirements. Seller shall be the exclusive supplier of service parts until ten years after the last sale of any Product to Buyer.
8. This section sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim; but where the Products constitute components and Buyer's combination of the Products with other products not supplied by Seller (a "Combined Unit") is alleged to infringe a patent or claim is brought related to personal injury or property damage arising out of the Combined Unit, Buyer shall indemnify and hold harmless Seller and Seller shall give Buyer information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs. Where applicable law provides protections or defenses to infringement claims, for example, 28 USC § 1498, Buyer shall ensure that Seller and the Products obtain the benefits of such protections or defenses, and shall indemnify and hold harmless Seller for any failure by Buyer to do so and shall appoint Seller its attorney in fact to take such actions if Buyer fails to do so. If Buyer is the United States of America, and Seller is accused of the use or manufacture of an invention described in and covered by a patent of the United States, Buyer's acceptance of this order will constitute Buyer's consent to use or manufacture such invention for the United States.

LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

EXCUSABLE DELAYS

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.
2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges (including lost profits) upon submission of Seller's invoices thereof.

SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications. Buyer shall not, and shall not permit any other person (including any end user) to copy, decompile, or reverse engineer the design or samples of the Products or any components thereof.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

GENERAL

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state

courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.

2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.
5. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the quotation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.
6. Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, sections 1-5 above and the following provisions: EXPORT CONTROLS; FCPA; ANTI-BOYCOTT; PATENTS/INDEMNITY; SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION.

PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

REGISTRATION (Nighthawk products)

Each U.S. State has a regulating body that oversees use of both medical and industrial x-ray devices. If you are acquiring a Viken Nighthawk scanner, you are required in most states to register your device with a state radiation control authority before use in that state. The registration may be required prior to delivery, prior to use, or within 15 to 30 days of installation (depending on the specific state requirements). If you are acquiring this unit for resale or leasing, your customer may also be required to register. A listing of state radiation control authorities as of October 2022 is available at <https://www.nrc.gov/agreement-states.html>. (subject to change;

you are responsible for locating and contacting the applicable state radiation control authority.) NOTE – Federal entities are typically not subject to these State registration or regulatory requirements.

Susan Dobson

From: Mike Balken
Sent: Thursday, November 20, 2025 9:10 AM
To: Sarah Gifford
Subject: Re: X-ray quote

Yes please

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From: Sarah Gifford <sgifford@ocalapd.gov>
Sent: Thursday, November 20, 2025 9:00:34 AM
To: Mike Balken <mbalken@ocalapd.gov>
Subject: FW: X-ray quote

Good morning,

Captain Keuntjes advised that you approved the attached purchase to be funded from the Reserve account using forfeiture monies. Upon your confirmation, I will move forward with processing a Budget Resolution and send it to Susan for placement in Legistar for the 12/12 council meeting

Thank you,



Sarah Gifford
Fiscal Administrator
Cell: 352-615-7507
Desk: 352-369-7135
sgifford@ocalapd.gov

From: Dustin Keuntjes <dkeuntjes@ocalapd.gov>
Sent: Wednesday, November 19, 2025 2:02 PM
To: Sarah Gifford <sgifford@ocalapd.gov>
Subject: X-ray quote

Hey Sarah, attached you'll find the quote for the x-ray machine. Let me know if there's anything else you need.

Thank you,

Dustin Keuntjes

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Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0425

Agenda Item #: 6c.

Submitted By: Tom Duncan

Presentation By: Tom Duncan

Department: Growth Management

FORMAL TITLE:

Certified administrative costs for SunTran's Fiscal Year 2024-25 budget as required by Section 341.071 of the Florida Statutes

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Florida Statute 341.071 established guidelines for reporting administrative costs within transit budgets to ensure transparency and the effective use of federal and state funds. Effective November 1, 2024, each public transit provider, during a publicly noticed meeting - as a presentation, public hearing, or consent agenda item - must certify that its budgeted general administrative costs do not exceed the statewide average of administrative costs for a Tier 1 or Tier 2 agency, as defined in 49 C.F.R. part 625, and present a detailed line-item budget report showing both budgeted and actual general administrative expenses.

SunTran is a Tier 2 public transit provider that operates under specific criteria defined by the Florida Department of Transportation (FDOT) and related federal guidelines. As of the State Fiscal Year (SFY) 2025, FDOT has established that the average administrative cost for Tier 2 providers is 20.25 percent of their total operating budgets.

FINDINGS AND CONCLUSIONS:

As indicated in the attached SunTran administrative cost statement for 2025, the budgeted administrative costs are 12.13 percent, and the actual administrative costs are 12.93 percent, both amounts below the statewide average of 20.25 percent. The following is a summary of the information in the attachments for SunTran's line-item budgeted and actual administrative and operating costs, and ridership performance measures, based on the most recent National Transit Database (NTD) data. Staff recommends approval.

Budgeted:

Administrative Costs: \$854,861
Total Budget: \$7,044,089
Percent Administrative Costs: **12.13 percent**

Actual:

Administrative Costs: \$464,830
Total Budget: \$3,593,783
Percent Administrative Costs: **12.93 percent**

FISCAL IMPACT:

The administrative and operating costs for Fiscal Year 2024-25 were approved using a combination of state and federal grants with local matches.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



GROWTH MANAGEMENT DEPARTMENT
 201 SE 3rd STREET (2nd floor) OCALA, FLORIDA 34471
 (352) 629-CITY (2489)

City of Ocala

SunTran certifies that our ratio of administrative costs to operating costs for FY25 is 12.93% and is below the state Tier2 average of 20.25%. As part of this annual certification, SunTran also submits the following:

- FY 2025 Line-item budget report of actual general administrative costs.
- All Salaried executive management level employees’ total compensation packages.
- Lists of any gifts as defines in s. 112.312 accepted in exchange for contracts.
- Ridership performance and metrics based on the most recent closed-out National Transit Database (NTD) data. (Data pending FTA Certification)

Administrative Costs:	Budgeted Amounts		Actuals	
Salaries	\$	626,793.00	\$	325,981.00
Fringe Benefits	\$	178,350.00	\$	97,820.00
Insurance Services	\$	37,272.00	\$	37,271.00
Training	\$	10,446.00	\$	2,132.00
Cell Phones	\$	2,000.00	\$	1,626.00
	\$	854,861.00	\$	464,830.00
Operating Costs:				
Fixed Route & ADA Services	\$	5,575,391.00	\$	2,567,405.00
Operating & Maintenance	\$	345,806.00	\$	316,711.00
Other Misc Operating	\$	268,031.00	\$	244,837.00
	\$	6,189,228.00	\$	3,128,953.00
Total	\$	7,044,089.00	\$	3,593,783.00

SunTran has completed an analysis of the prior year proposed budget, and completed the following form:

Statement of Administrative Cost	Yes	No	Not Applicable
Does the proposed annual administrative cost budget reflect an increase over the previous year budget?	X		
If yes, is it over 5%?		X	
If yes, did the entity submit an increase cost justification to the corresponding District Office?			X
If yes, please include the date of the justification submittal	N/A		

Transit Administrator \$118,404
 Transit Manager \$115,078
 Transit Coordinator TBD/Vacant

All Employees are eligible to receive the following:

- Paid Sick and Vacation Time
- Paid Holidays
- Medical, Dental, and Vision Insurance
- Employer Sponsored Retirement Contributions
- Life Insurance
- Health Savings Account (HAS)
- Flexible Spending Account (FSA)
- Employee Assistance Program (EAP)

No gifts as defined in s. 112.312 accepted in exchange for contracts.

Florida Statutes

Title XXVI

PUBLIC TRANSPORTATION

Chapter 341

PUBLIC TRANSIT

341.071 Transit productivity and performance measures; reports.—

(1) Where there is an approved local government comprehensive plan in the political subdivision or political subdivisions in which the public transportation system is located, each public transit provider shall establish public transportation development plans consistent with approved local government comprehensive plans.

(2) Each public transit provider shall establish productivity and performance measures, which must be approved by the department and which must be selected from measures developed pursuant to s. 341.041(3). Each provider shall, by January 31 of each year, report to the department relative to these measures. In approving these measures, the department shall give consideration to the goals and objectives of each system, the needs of the local area, and the role for public transit in the local area. The report shall include the farebox recovery ratio.

(3) Each public transit provider shall publish on its website the productivity and performance measures established for the year and a report which provides quantitative data relative to the attainment of established productivity and performance measures.

(4)(a) As used in this subsection, the term:

1. “General administrative costs” includes, but is not limited to, costs related to transit service development, injuries and damages, safety, personnel administration, legal services, data processing, finance and accounting, purchasing and stores, engineering, real estate management, office management and services, customer service, promotion, market research, and planning. The term does not include insurance costs.

2. “Public transit provider” means a public agency providing public transit service, including an authority created pursuant to part II of chapter 343 or chapter 349. The term does not apply to the Central Florida Commuter Rail Commission or the authority created pursuant to part I of chapter 343.

3. “Tier 1 provider” has the same meaning as in 49 C.F.R. part 625.

4. “Tier 2 provider” has the same meaning as in 49 C.F.R. part 625.

(b) Beginning November 1, 2024, and annually thereafter, each public transit provider, during a publicly noticed meeting, shall:

1. Certify that its budgeted and general administrative costs are not greater than 20 percent above the annual state average of administrative costs for its respective tier.

2. Present a line-item budget report of its budgeted and actual general administrative costs.

3. Disclose all salaried executive management-level employees' total compensation packages, ridership performance and metrics, and any gift as defined in s. 112.312 accepted in exchange for contracts. This disclosure shall be posted annually on the public transit provider's website.

(c) To support compliance with paragraph (b), the department shall determine, by tier, the annual state average of general administrative costs by determining the percentage of the total operating budget which is expended on general administrative costs in this state annually by March 31 to inform the public transit provider's budget for the following fiscal year. Upon review and certification by the department, costs budgeted and expended in association with nontransit-related engineering and construction services may be excluded.

(d) A year-over-year cumulative increase of 5 percent or more in general administrative costs must be reviewed before the start of the next fiscal year and must be reviewed and approved by the department before approval by the public transportation provider's governing board.

History.—s. 85, ch. 90-136; s. 46, ch. 2007-196; s. 15, ch. 2023-70; s. 14, ch. 2024-57.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0429

Agenda Item #: 6d.

Submitted By: Marcella Hughes

Presentation By: Peter Brill

Department: Finance

FORMAL TITLE:

Four-year renewal agreement with Truist Bank for comprehensive banking services through May 31, 2030

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City receives comprehensive banking services from Truist Bank, a qualified public depository (QPD) institution that meets the criteria set forth in Chapter 280, Florida Statutes. The City's banking services objectives are to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all City funds. Truist has satisfactorily provided services to the City for over 20 years.

FINDINGS AND CONCLUSIONS:

Truist has proposed competitive increases to both the earnings credit rate (ECR), which is applied to the compensating balance, and the interest rate (IR) for excess funds, as well as a supplies credit and free cashing of City employees' payroll checks.

- **Earnings Credit Rate (ECR):** The ECR under this extension period does not begin until June 1, 2026. As of today, and based on the current rate environment, the initial bank-managed rate would be 80 basis points. The ECR will be applied to all accounts under Group number *4475. The ECR will be a bank-managed rate and subject to change at any time at the bank's discretion without notice.
- **Interest Rate (IR):** The IR under this extension period does not begin until June 1, 2026. As of today, based on the current rate environment, the initial Bank-managed rate would be 270 basis points. The IR will be applied to all accounts under Group number *4475. The IR will be a bank-managed rate, subject to change at any time at the bank's discretion, without notice.
- **Supplies Credit:** Truist offers the City up to \$3,000 in total for this extension period, to be used for

supplies, including remote deposit capture machines for check scanning.

- **Cashing of payroll checks:** Truist offers the City free cashing of City employees' payroll checks for the term of this extension period.

Staff recommends approval.

FISCAL IMPACT:

Fees for banking services will be deducted from ECR interest earnings based on the compensating balance calculation. The City is not expected to pay any fees, as the ECR interest earnings will exceed any fees incurred. Estimated banking interest revenue ranges from more than \$50,000 annually to over \$200,000 for the four-year term, depending on our cash investment management and the timing of expected federal funds target rate increases.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



Truist Bank
1200 Riverplace Blvd, Floor 5
Jacksonville, FL 32207
Office: 904.361.5207
Cell: 904.885.2384
brian.gibson2@truist.com

Brian T. Gibson
Senior Vice President

September 4, 2025

Peter Brill, CGFO, MBA
Director of Finance
City of Ocala
201 SE 3rd Street
Ocala, FL 34471

RE: Modification and Extension of Agreement for Banking Services (FIN 200254) between City of Ocala ("City") and Truist Bank ("Truist") dated September 14, 2021

Dear Mr. Brill:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Pursuant to the terms of the Agreement for Banking Services noted above, Truist Bank ("Truist") is pleased to offer the City of Ocala ("City") an extension of the Agreement for Banking Services to commence June 2026 for a forty-eight (48) month term through May 2030. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please reference the full RFP response or contact your Relationship Manager or Treasury Consultant.

Proforma XXXXX will apply to all Public Fund Analyzed Interest Checking accounts within:

- Group Number *4475: Combined Public Fund Analyzed Checking

Earnings Credit Rate (ECR):

The ECR under this extension period does not begin until June 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 80 basis points. The ECR will be applied to all accounts under Group number *4475. The ECR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Interest Rate (IR):

The IR under this extension period does not begin until June 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 270 basis points. The IR will be applied to all accounts under Group number *4475. The IR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.



Truist Bank
1200 Riverplace Blvd, Floor 5
Jacksonville, FL 32207
Office: 904.361.5207
Cell: 904.885.2384
brian.gibson2@truist.com

Brian T. Gibson
Senior Vice President

Supplies Credit:

Truist offers the City up to \$3,000 in total for this extension period to be used for supplies, including Remote Deposit Capture machines for check scanning purposes.

Cashing of payroll checks:

Truist offers the City free cashing of City employees' payroll checks for the term of this extension period.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Sincerely,

Brian T. Gibson

Approval of City of Ocala

City Council President

Date

Attest:

Approved as to form and legality:

City Clerk

Signed by:
William E. Sreten, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 664240C0-DA91-48A1-BCE5-9B4BFF056B8E	Status: Completed
Subject: SIGNATURE - Second Amendment-Extension of Agreement for Banking Services (FIN/200254)	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
10/1/2025 9:58:28 AM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 10/1/2025 9:59:46 AM
 Viewed: 10/2/2025 11:44:53 AM
 Signed: 10/2/2025 11:45:22 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 9:59:46 AM
Certified Delivered	Security Checked	10/2/2025 11:44:53 AM
Signing Complete	Security Checked	10/2/2025 11:45:22 AM
Completed	Security Checked	10/2/2025 11:45:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Lisa C. Hayes

Senior Vice President

Middle Market Banking Group

May 17, 2022

Emory Roberts, CIA, CISA, CGAP, MBA
Director of Finance & Customer Service
City of Ocala
201 SE 3rd Street
Ocala, Florida 34471

RE: Modification and Extension of Agreement for Banking Services (FIN 200254) between
City of Ocala ("City") and Truist Bank ("Truist") dated September 14, 2021

Dear Mr. Roberts:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Pursuant to the terms of the Agreement for Banking Services noted above, Truist Bank ("Truist") is pleased to offer City of Ocala ("City") an extension of the Agreement for Banking Services to commence June 2022, for a forty-eight (48) month term through May 2026. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please reference the full RFP response or contact your Relationship Manager or Treasury Consultant.

Pro Forma 59513 will apply to the all Public Fund Analyzed Interest Checking accounts within:

- Group Account *4475: Combined Public Fund Analyzed Checking

Earnings Credit Rate (ECR): 50 basis points (bps)

Truist offers several deposit products that offer ECR. Truist's monthly account analysis processing system allows fees for account-related and treasury management services to be offset by an earnings credit allowance generated by an ECR. See Truist's Commercial Bank Services Agreement to obtain information about the ECR calculations and the crediting of ECR to the account. We are offering a fixed ECR of 50bps on the Public Fund Analyzed Interest Checking accounts within the Combined Analysis Group through May 2026, after which the ECR will be a managed rate and subject to change at any time at the Bank's discretion without notice, and may be a rate of zero. ECR for any other accounts will not be fixed and will be subject to change at any time at the Bank's discretion without notice.

Interest Rate (IR): As of May 17, 2022, 60 basis points (bps), as adjusted

The stated interest rates will apply only to the Public Fund Analyzed Interest Checking accounts within Group Account *4475. See Truist’s Commercial Bank Services Agreement to obtain information about the interest calculations and the crediting of the interest to the account. We are offering an interest rate equal to 60% of the top end of the Fed Fund target range. As of March 17, 2022 the top range of Fed Funds target is 100 bps, therefore the effective rate would be 60 bps. This rate is offered through May 2026, after which the interest rate will be a managed rate and subject change at any time at the Bank’s discretion without notice, and may be a rate of zero. During the committed term, interest rate changes will be effective the following month after a Fed Fund rate move; these changes will occur without notice.

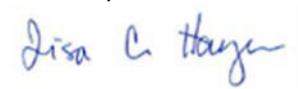
The pricing detailed in the attached pro forma and glossary includes the service description and unit cost of the services. Estimated volumes may be included in this disclosure based on the information you have shared with Truist regarding expected account usage. Your Account Analysis statement will show the actual volumes and associated charges from use of the services, in addition to other charges for services utilized that may have been previously disclosed. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period. Account Analysis statements are available by mail or electronic delivery methods.

The Treasury Management Master Agreement is being updated to document the formal transition from SunTrust to Truist Bank.

Please sign below to confirm your acceptance of the extension.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Sincerely,



Lisa C. Hayes

Approval of City of Ocala

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

07 / 12 / 2022

Date:

ATTEST:

Angel B. Jacobs

Angel B. Jacobs, City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ATTACHMENT I

Pro Forma 59513

Truist Pro Forma Account Analysis Statement

Pro Forma ID: 59513
 Account Officer: UNASSIGNED
 Treasury Consultant: Roman, Maria

Effective 05/01/2022

CITY OF OCALA - CONTRACT# FIN/200254 Proforma

Group Account # *4475

Combined Analyzed Interest Checking - PF

Earnings Credit Summary

Average Ledger Balance	\$24,755,117.25		
Less: Average Float	\$305,397.40		
Average Collected Balance	\$24,449,719.85	Earnings Credit Rate	0.500 %
Average Negative Collected Balance	\$0.00	Earnings Credit Allowance	\$10,047.83
Average Positive Collected Balance	\$24,449,719.85	Less: Balance Based Charges	\$2,520.12
Less 0.00% Related Reserves	\$0.00		
Average Positive Balance Available	\$24,449,719.85	Total Analysis Based Charges	\$0.00
		<i>ADD: Explicit & Billed Separately</i>	\$0.00
		<i>ADD: Independent Account Service Charges</i>	\$0.00
		Total Service Charges for Period	\$0.00

Interest Earnings Summary

Hybrid Solution

Average Positive Available Balance	\$24,449,719.85
Less: Bal Required for Analyzed Services	\$6,132,292.00
Average Positive Net Available Balance	\$18,317,427.85
Hybrid Interest Rate	0.600 %
Hybrid Estimated Interest Earned	\$9,033.25
Total Estimated Interest Earned for Period	\$9,033.25
Net Client Benefit	\$9,033.25

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
21	MONTHLY ACCT MAINTENANCE FEE	7	\$10.000000	\$70.00
100	CREDITS POSTED	332	\$0.302958	\$100.57
110	ITEMS DEPOSITED - ON-US	9	\$0.100000	\$0.90
112	ITEMS DEPOSITED - IN STATE	19	\$0.100000	\$1.90
114	ITEMS DEPOSITED - OTHER	168	\$0.100000	\$16.80
117	REMOTE DEPOSIT ITEM - ON-US	1,534	\$0.080000	\$122.72

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119	REMOTE DEPOSIT ITEM - TRANSIT	7,600	\$0.080000	\$608.00
128	CHECKS PAID AND OTHER DEBITS	624	\$0.077429	\$48.31
135	TELEPHONE TRANSFER DEBIT	1	\$2.500000	\$2.50
139	TELEPHONE TRANSFER CREDIT	1	\$2.500000	\$2.50
385	COIN ORDER PER ROLL	41	\$0.400000	\$16.40
390	CURRENCY ORDER PER \$1	770	\$0.011232	\$8.65
395	COIN AND CURRENCY DEPOSITED	8,450	\$0.001750	\$14.79
1200	RDI SPECIAL HANDLING MAINT	1	\$0.000000	\$0.00
1205	RETURNED DEPOSITED ITEM FEE	7	\$5.000000	\$35.00
1235	DEP ITEMS RETURN - FAXED	7	\$0.500000	\$3.50

Subtotal: \$1,052.54

BALANCE RELATED SERVICES

35	DEP ACCT USAGE RATE (PER \$100)	24,755,117	0.000000	\$0.00
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Subtotal: \$0.00

VAULT SERVICES

1400	VAULT MONTHLY MAINTENANCE	7	\$1.428571	\$10.00
1401	CASH VAULT DEPOSITS	255	\$0.450000	\$114.75
1405	VAULT CASH DEPOSITED PER DOLLR	484,380	\$0.000300	\$145.31
1407	VAULT DEPOSIT CORRECTION	6	\$10.000000	\$60.00
1410	VAULT DEPOSIT ITEMS - ON-US	13	\$0.100000	\$1.30
1411	VAULT DEPOSIT ITEMS IN-STATE	110	\$0.100000	\$11.00
1412	VAULT DEP ITEMS - OTHER	72	\$0.100000	\$7.20
1415	VLT COIN DEPOSIT STANDARD BAG	2	\$0.000000	\$0.00
1417	VAULT COIN DEPOSIT SUB TO CNT	6	\$0.000000	\$0.00

Subtotal: \$349.56

SPEC COLLECTION SERVICES

462	ICL MONTHLY MAINT FEE	1	\$0.000000	\$0.00
491	RDC MONTHLY MAINT PER SCANNER	4	\$15.000000	\$60.00

Subtotal: \$60.00

WIRE TRANSFER SERVICES

2028	INCOMING DOMESTIC WIRE	5	\$5.000000	\$25.00
3585	TM DOMESTIC NON-REP WIRE	15	\$5.750000	\$86.25

Subtotal: \$111.25

ACH SERVICES

105	ACH RECEIVED CREDIT	539	\$0.100000	\$53.90
134	ACH RECEIVED DEBIT	101	\$0.120000	\$12.12
530	ACH NOTIFICATION OF CHANGE	2	\$2.000000	\$4.00
538	ACH RETURN TRANSACTION	3	\$1.500000	\$4.50
540	DT/DLTY ACH MONTHLY MAINT	3	\$15.000000	\$45.00
545	ACH INPUT FILE RECEIVED/TRANS	16	\$5.000000	\$80.00

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553	TOTAL ACH ORIGINATED ITEMS	4,484	\$0.030000	\$134.52
1050	ACH AUTHORIZATION RECORD	1	\$0.000000	\$0.00
1051	ACH BLANKET BLOCK MAINTENANCE	1	\$10.000000	\$10.00
1052	ACH POSITIVE PAY MONTHLY MAINT	5	\$10.000000	\$50.00
			Subtotal:	\$394.04
EDI SERVICES				
1086	EDI MONTHLY MAINT RECEIVABLES	1	\$0.000000	\$0.00
1087	EDI TRANSACTION RECEIVABLES	627	\$0.000000	\$0.00
			Subtotal:	\$0.00
RECONCILIATION SERVICES				
332	PARTIAL RECON MAINT PAPER	1	\$0.000000	\$0.00
334	PARTIAL RECON - ITEM	549	\$0.000000	\$0.00
			Subtotal:	\$0.00
POSPAY/REVERSE POS PAY				
165	CHECK BLOCK	1	\$25.000000	\$25.00
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	2	\$6.000000	\$12.00
4140	POSITIVE PAY - MAINTENANCE	4	\$25.000000	\$100.00
4141	CONTROL/POSITIVE PAY - ITEMS	15	\$0.030000	\$0.45
4145	CTRL/POS PAY WITH RECON ITEM	549	\$0.000000	\$0.00
4211	CPR/POSPAY/PAYEE D/T CLNT/FILE	1	\$0.000000	\$0.00
4232	CPR POS PAY W RECON - MAINT	1	\$0.000000	\$0.00
			Subtotal:	\$137.45
INFORMATION SERVICES				
3016	CONTROLLED DISB MAINT	1	\$0.000000	\$0.00
			Subtotal:	\$0.00
ONLINE COURIER SERVICES				
3959	OLC CASH POSITION REPORT	1	\$0.000000	\$0.00
3962	OLC ANALYSIS STATEMENT	6	\$0.000000	\$0.00
3973	OLC ACH RETURNS REPORT	11	\$2.000000	\$22.00
3974	OLC ACH FRAUD CTRL REJECT RPT	2	\$0.000000	\$0.00
3978	OLC ACH-EDI CSV REPORT	21	\$0.500000	\$10.50
			Subtotal:	\$32.50
TREASURY MANAGER				
3551	TM/OLC MAINTENANCE FEE	1	\$10.000000	\$10.00
3552	TM/OLC PRIOR DAY SERV/MONTH	1	\$15.000000	\$15.00
3553	TM/OLC PRIOR DAY/ACCOUNT	8	\$7.000000	\$56.00
3554	TM/OLC PRIOR DAY/DETAIL ITEM	3,539	\$0.030000	\$106.17
3555	TM/OLC CURRENT DAY SERV/MONTH	1	\$15.000000	\$15.00
3556	TM/OLC CURRENT DAY/ACCOUNT	8	\$7.000000	\$56.00

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3557	TM/OLC CURRENT DAY/DETAIL ITEM	1,437	\$0.030000	\$43.11
3559	TM/OLC ACH-EDI REPORT	21	\$0.500000	\$10.50
3560	TM/OLC CAR REPORT	12	\$0.500000	\$6.00
3561	TM/OLC RETURN ITEM REPORT	6	\$0.500000	\$3.00
3562	TM/OLC CPR REPORT(S)	21	\$0.500000	\$10.50
3565	TM ACH MONTHLY MAINTENANCE	1	\$10.000000	\$10.00
3566	TM ACCOUNT TRANSFER	1	\$1.500000	\$1.50
3568	TM WIRE TRANSFER SERVICE/MONTH	1	\$10.000000	\$10.00

Subtotal: \$352.78

CASH MANAGEMENT SERVICES

850	ZBA MASTER ACCOUNT MAINTENANCE	1	\$20.000000	\$20.00
851	ZBA SUB ACCOUNT MAINTENANCE	1	\$10.000000	\$10.00

Subtotal: \$30.00

**Total Charges: \$2,520.12
\$0.00**

Total Balance Based Charges:	\$2,520.12
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No Charge & Allowable Services (not included in balance based charge total)

	Service Description	Volume	Unit Price	Total Price
604	ADDL ACCOUNT RESEARCH - WAIVE	1 N	CUSTOM	\$5.83
Total for No Charge & Allowable Services:				\$5.83

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
<u>GENERAL BANKING SERVICES</u>		
32	PRIOR DAY OD ITEM FEE - DEP	\$36.000000
111	MOBILE ITEM DEPOSITED - ON-US	\$0.150000
113	MOBILE ITEM DEPOSITED-IN-STATE	\$0.150000
115	MOBILE ITEM DEPOSITED - OTHER	\$0.150000
127	STOP PAYMENT ORDER - DEPOSIT	\$0.000000
132	CONTROLLED DISB - CHECKS PAID	\$0.220000
144	OVERDRAFT ITEM FEE - DEPOSIT	\$36.000000
170	HSA FEES - EMPLOYER PAID	\$0.000000
371	CHECK FEES	\$0.000000
429	ADD FEE PER ENHNCD CHECK IMAGE	\$0.060000
599	COURIER FEES	\$0.000000

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www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf

605	ADDITIONAL ACCOUNT RESEARCH	\$0.000000
726	SPECIAL HANDLING SERVICE	\$0.000000

RECONCILIATION SERVICES

316	CHECK IMAGE TRANS-MAINT	\$0.000000
317	CK IMAGE TRNS-MAINT ADDTL ACCT	\$0.000000
318	CHECK IMAGE TRANS-PER ITEM	\$0.000000
319	CK IMAGE-DATA TRANSMISSION	\$0.000000
331	CD-ROM MAINTENANCE	\$0.000000
333	CD-ROM ITEMS	\$0.000000
335	CD-ROM DISC	\$0.000000
336	FULL RECON MAINT ELECTRONIC	\$0.000000
337	CD-ROM DUPLICATE DISC	\$0.000000
338	PARTIAL RECON MAINT ELECTRONIC	\$0.000000
340	FULL RECON MAINT PAPER	\$0.000000
341	CD-ROM ADDITIONAL ACCT FEE	\$0.000000
342	FULL RECON - ITEM	\$0.000000
344	DEPOSIT RECON MAINTENANCE	\$0.000000
346	DEPOSIT RECON - ITEM	\$0.000000
352	CD-ROM MULTI-CYCLE	\$0.000000
357	MULTIPLE CYCLE CD-ROM ITEMS	\$0.000000
3329	DLTY POSITIVE PAY IMAGE	\$0.000000
3330	REVERSE POS PAY MAINTENANCE	\$0.000000
3331	REVERSE POS PAY - ITEM	\$0.000000
3334	DLTY REV POS PAY - IMAGE	\$0.000000
3339	DLTY PAYEE POS PAY - IMAGE	\$0.000000
4214	RECON/POS PAY SPECIAL HANDLING	\$0.000000

SPEC COLLECTION SERVICES

433	ONSITE DEPOSIT-ESSENT ITEMS	\$0.000000
434	ONSITE DEP-ESSENT ITEMS OVER	\$0.000000
436	ONSITE DEPOSIT-PREMIUM MO MAIN	\$0.000000
441	REMOTE DEPOSIT MONTHLY MAINT	\$0.000000
442	REMOTE DEPOSIT IMAGE CAPTURED	\$0.000000
450	REMOTE DEP REMIT-FILE DOWNLOAD	\$0.000000
451	REMOTE DEP REMIT-COUPONS	\$0.000000
455	REMOTE DEP FILE-IMPLEMENT STND	\$0.000000
457	REMOTE DEP FILE-DOWNLOAD	\$0.000000
459	ICL UNQUALIFIED ON-US ITEMS	\$0.000000
460	ICL UNQUALIFIED TRANSIT ITEMS	\$0.000000
461	ICL SETUP FEE	\$0.000000
464	ICL QUALIFIED ON-US ITEMS	\$0.040000
465	ICL QUALIFIED TRANSIT ITEMS	\$0.060000
471	ICL TRANSMISSION - PER TRANS	\$0.000000
472	ONSITE DEPOSIT-ESSENTIALS IMPL	\$0.000000

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www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf

473	ONSITE DEPOSIT-PREMIUM IMPL	\$0.000000
475	ONSITE DEPOSIT-LOW VOL MONTHLY	\$0.000000
476	ONSITE DEPOSIT-LOW VOL ITEMS	\$0.000000
477	ONSITE DEP-LOW VOL ITEMS OVER	\$0.000000
480	ONSITE DEPOSIT-PACKAGE MONTHLY	\$0.000000
481	ONSITE DEPOSIT-PACKAGE ITEMS	\$0.000000
482	ONSITE DEP-PACKAGE ITEMS OVER	\$0.000000
486	ONSITE DEPOSIT SCANNER FEE-SIN	\$0.000000
487	ONSITE DEPOSIT SCANNER FEE-MUL	\$0.000000
490	RDC IMPLEMENTATION	\$0.000000
492	RDC - REMITTANCE COUPON	\$0.000000
493	RDC - CUSTOMIZED FIELDS	\$0.000000
495	RDC - POSTING FILE	\$0.000000
497	RDC LITE IMPLEMENTATION	\$0.000000

ACH SERVICES

528	ACH RETURN FILE SET UP	\$0.000000
529	ACH RETURN FILE MONTHLY MAINT	\$0.000000
532	ACH RETURN NOC-FAX/EMAIL/ONL	\$0.000000
533	ACH RE-PRESENTMENT	\$0.000000
534	ACH ACTIVITY REPORT	\$0.000000
535	ACH UNAUTHORIZED RETURNS	\$0.000000
541	ACH INPUT FILE RECEIVED/VENDOR	\$0.000000
542	DLTY ACH MONTHLY MAINT PREMIUM	\$0.000000
552	ACH TRANSMISSION SET UP	\$0.000000
554	ACH ORIGINATED ADDENDA RECORD	\$0.000000
557	ACH FILE DATA TRANS TO CLIENT	\$0.000000
558	PREFUNDED ACH UNAVAIL BALANCE	\$0.000000
1055	UPIC MONTHLY MAINTENANCE	\$0.000000
1185	IAT ORIG TRANS	\$0.000000
1186	IAT RETURN TRANSACTIONS	\$0.000000
3314	DLTY ACH BATCH	\$0.000000
3315	DLTY ACH ORIG TRANS BUSBANKING	\$0.000000
3316	SAME DAY ACH ORIG TRANSACTION	\$0.000000
3318	DLTY SDA ORIG TRANS BUSBANKING	\$0.000000
3319	TM ACH FILE UPLOAD	\$0.000000
3320	TM ACH BATCH PROCESSING FEE	\$0.000000

CASH MANAGEMENT SERVICES

780	FLOOR PLAN EQUITY SWEEP MAINT	\$0.000000
797	SMART SWEEP	\$0.000000
852	ZBA PLUS MASTER ACCOUNT MAINT	\$20.000000
853	ZBA PLUS SUB ACCOUNT MAINT	\$10.000000
854	ZBA PLUS REPORTING	\$0.000000
860	SUB ACCOUNT SERVICE - MASTER	\$0.000000

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861	SUB ACCOUNT SERVICE - SUB	\$0.000000
864	ZBA CUSTOM REPORTING	\$0.000000
865	SUB ACCOUNT INDIVIDUAL REPORT	\$0.000000

EDI SERVICES

1083	EDI PROGRAMMING	\$0.000000
1085	EDI IMPLEMENTATION RECEIVABLES	\$0.000000
1090	CHECK PRINTING FEE	\$0.000000
1091	CHECK ADDITIONAL PAGES	\$0.000000
1092	CHECK POSTAGE FREIGHT	\$0.000000
1093	CHECK PULLS	\$0.000000
1094	CHECK BATCH-BUNDLE	\$0.000000
1096	CHECK ADDITIONAL INSERT	\$0.000000
1106	EDI DATA TRANSMISSION VIA VAN	\$0.000000
1301	EDI REPORTING IMP FEE	\$0.000000
1302	EDI REPORTING MAINTENANCE	\$5.000000
1303	EDI REPORTING PER ITEM FEE	\$0.000000
1330	EDI IMPLEMENTATION CHECK ISSUE	\$0.000000
1331	EDI MONTHLY MAINT CHECK ISSUE	\$0.000000
1332	EDI TRANSACTION CHECK ISSUE	\$0.000000
1335	EDI IMPLEMENT REASSOCIATION	\$0.000000
1336	EDI MONTHLY MAIN REASSOCIATION	\$0.000000
1337	EDI TRANSACTION REASSOCIATION	\$0.000000
1340	EDI IMPLEMENTATION RETURNS	\$0.000000
1341	EDI MONTHLY MAINT RETURNS	\$0.000000
1342	EDI TRANSACTION RETURNS	\$0.000000
1371	CUSTOM FILE MAP IMP-PAYABLES	\$0.000000
1372	CONSOL PAY RECON FILE-MAINT	\$0.000000
1561	CUSTOM FILE MAP IMP-RECEIVABLE	\$0.000000

VAULT SERVICES

1404	VAULT DEP ENVELOPE PROCESSING	\$0.000000
1408	VAULT SMARTSAFE DEP CREDIT	\$0.000000
1416	VLT COIN DEPOSIT NON-STND BAG	\$3.000000
1420	VAULT CHG ORDR STANDARD	\$0.000000
1421	VAULT CHG ORDR NONSTANDARD	\$0.000000
1422	VAULT CHG ORDR LATE	\$0.000000
1425	VAULT CURRENCY ORDERED	\$0.000000
1427	VAULT ROLLED COIN ORDER	\$0.000000
1428	VAULT BOX COIN ORDER	\$0.000000
1429	VAULT ACCELERATED CASH CREDIT	\$0.000000
1433	VLT IFS DTS SUPPORT - DEPOSITS	\$0.000000
1434	VLT IFS DTS SUPPORT - ORDERS	\$0.000000

WIRE TRANSFER SERVICES

2030	BOOK TRANSFER CREDIT	\$0.000000
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2060	INCOMING BATCH BOOK TRANSFER	\$0.000000
2298	BOOK TRANSFER DEBIT	\$0.000000
2319	STANDING ORDER BOOK TRANSFER	\$0.000000
2379	DRAWDOWN WIRE	\$0.000000
2450	MWL TREASURY MAINT FEE	\$0.000000
2460	BATCH DOMESTIC WIRE	\$0.000000
2462	OUTGOING BATCH BOOK TRANSFER	\$0.000000
2470	BATCH DOMESTIC WIRE - MWL	\$0.000000
2502	WIRE ADVICE - PHONE	\$0.000000
2506	WIRE ADVICE - SWIFT	\$0.000000
2514	WIRE ADVICE - U.S. MAIL	\$0.000000
2522	WIRE ADVICE - EMAIL	\$0.000000
3584	TM DOMESTIC REPETITIVE WIRE	\$0.000000
3586	TM BOOK TRANSFER REPETITIVE	\$0.000000
3587	TM BOOK TRANSFER NON-REP	\$0.000000
3588	TM WIRE DRAWDOWN REQUEST	\$0.000000

TREASURY MANAGER

3550	TM IMPLEMENTATION FEE	\$0.000000
3564	TM ONLINE STOP PAYMENT	\$0.000000
3576	TM REVERSE POS PAY MAINTENANCE	\$0.000000
3577	TM REVERSE POS PAY ITEM	\$0.000000

ONLINE COURIER SERVICES

3957	OLC IMPLEMENTATION FEE	\$0.000000
3961	OLC DDA STATEMENT	\$0.000000
3963	OLC SIG ADV STATEMENT	\$0.000000
3964	OLC BUS SWEEP REPORT SERVICE	\$0.000000
3969	OLC ACH-EDI PRIOR DAY REPORT	\$0.000000
3971	SUNRISE RPT SUMMARY & DETAIL	\$0.000000
3975	OLC ICL IMAGE QUALITY ADJ RPT	\$0.000000
3979	OLC CPR PAID REPORT	\$0.000000
3980	OLC CPR UNPAID REPORT	\$0.000000
3981	OLC ARP REPORT	\$0.000000
3982	OLC POSITIVE PAY FILE UPLOAD	\$0.000000
3986	OLC WIRE TRAN EMAIL ADVICE	\$0.000000
3987	OLC WIRE TRANSFER FAX ADVICE	\$0.000000
3991	ACH TRANS FILE - MAINTENANCE	\$0.000000
3992	ACH TRANSACTION DETAIL FILE	\$0.000000

POSPAY/REVERSE POS PAY

4110	PD REV POSPAY FILE	\$0.000000
4120	CD REV POSPAY FILE	\$0.000000
4132	CPR/POSPAY/PAYEE D/T BANK/FILE	\$0.000000
4144	POSITIVE PAY WITH RECON MAINT	\$0.000000
4161	CPR/PAYEE POSITIVE PAY - ITEMS	\$0.030000

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4164	PAYEE POS PAY W RECON - MAINT	\$0.000000
4165	CPR/PAYEE POS W RECON ITEMS	\$0.000000
4230	CPR POS PAY - MAINT	\$0.000000
4240	CPR PAYEE POS PAY - MAINT	\$0.000000
4242	CPR PAYEE POSPAY W RECON-MAINT	\$50.000000

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ATTACHMENT II

Agreement for Banking Services – September 14, 2021

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into this 14th day of September 2021, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TRUIST BANK**, a Florida registered, foreign North Carolina corporation (EIN: 56-1074313) with offices at 200 West Forsyth Street, Jacksonville, Florida 32202 ("Truist" or "Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Negotiate on April 23, 2020, for ITN# **FIN/200254: Turn-key Banking Services**.

Truist responded ("Truist Proposal") and was the highest ranked of the four (4) responding firms scored by a City evaluation committee. Truist was subsequently selected as the intended awardee for banking services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **Services**. Vendor will provide controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking services for the City as described, and pursuant to the scope of service set forth on the attached Exhibit A - Scope of Service, supplemented by Exhibit B – SunTrust now Truist Treasury Management Master Agreement, and further within this agreement.

2. **Compensation**.

City shall pay Vendor for the performance of the banking services, and in accordance with the contract documents based on the pricing set forth in Exhibit C – Contact Price List and Service Glossary

The price list attached to this Agreement is based on estimated volumes and services, and pricing listed is offered for the Initial term as defined in Section 4 below. Account Analysis pricing is billed monthly, so this pricing will be applicable for the months September 2021 through May 2022. Pricing for any renewal periods shall be subject to

agreement of the parties. Fees for services not listed on the price list will be charged at the Bank's standard price unless otherwise negotiated, and changes to services, line items or billing methodology may impact pricing.

We are offering this pricing through June 1, 2022 but note there may be changes related to the combination of BB&T and SunTrust into Truist that will take place in February 2022. While we work to limit fee increases due to changes to products or billing methodology, total fees may go up or down as a result of the changes and line item descriptions may change.

On or about March 1, 2022, Truist is willing to perform a pricing and product review at the request of the City. Should any previously agreed upon pricing increase as a result of merger related activities, Truist will make an effort to exception price the related pricing increase to pricing associated with the date of this Agreement and related Treasury Management Agreement. Any and all related exception pricing must be mutually agreed upon by both parties.

3. **Earned Interest.** For the Initial Term, the City will receive an earnings credit rate (ECR) of .30% applied to the compensating balance. For balances in excess of what is required to offset service fees, the City will receive interest of .10% for the Initial Term. The Earnings Credit and interest rates are managed which means they are not time bound commitments and they can increase or decrease after the Initial Term at Truist's discretion without prior notice. All funds on deposit in these accounts are fully collateralized in compliance with Florida Statute Chapter 280. Truist does not charge FDIC insurance on any type of Public Funds account at this time.
4. **Term.** The term of this Agreement shall commence on September 14, 2021 and shall end June 1, 2022 ("Initial Term"). This Agreement may be renewed for additional terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
5. **Value Added Benefit.** As an added benefit, Truist will offer all City employees a financial wellness program with budget apps, counseling services, learning tools and materials, instructor led training. Truist Momentum is a comprehensive financial services program that provides employees access to a variety of free and discounted banking services.

6. **Independent Contractor Status.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
7. **Indemnity.** Subject to Vendor's limits of liability set forth in the Treasury Management Master Agreement, Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
8. **Errors and Omissions.** The Vendor will maintain Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$5,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".
9. **Employee Dishonesty/Fidelity Bond, Inside Money and Securities Coverage.** Vendor shall obtain, at Vendor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the vendor. Coverage limits shall not be less than \$5,000,000.
10. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventure or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.
11. **Municipal Advisor.** Any investment services are provided subject to separate contract requirements and are not addressed by this Agreement. Neither Truist Bank nor Truist

Securities is a registered "municipal advisor" within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 (as amended, the "Municipal Advisor Rule"). Unless City notifies Vendor in writing to the contrary, City must represent at all times under this agreement for the services requested in ITN# FIN/200254, or that City may request in the future that, for the purposes of the Municipal Advisor Rule, none of the funds held or to be held in any deposit account(s) that City may seek to invest in any sweep investment, or with respect to which City may seek investment services, constitute (i) "proceeds of municipal securities" or (ii) "municipal escrow investments" (each as defined in the Municipal Advisor Rule) and City covenants and agrees that if such funds are "proceeds of municipal securities" or "municipal escrow investments" or become comingled with "proceeds of municipal securities" or "municipal escrow investments", City will notify Bank in writing and City shall not seek to invest such funds in any sweep investment or seek investment advice from either Truist or Truist Securities with respect to any such funds, without providing prior written notice. City acknowledges and agrees that Truist will rely on this representation and that one of the City's knowledgeable officials with access to the appropriate information, or that has direct knowledge of the source of the funds in the deposit account(s), will review and approve any such representation.

12. **Termination.** The City may terminate this Agreement for any reason by giving written notification thereof to the Vendor at least sixty (60) days in advance of termination. Vendor may terminate this Agreement by giving written notification thereof to the City at least ninety (90) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

13. **Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
 - A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

C. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

14. **Remedies/Opportunity to Cure.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination, subject to the limits of liability set forth in the Treasury Management Master Agreement. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

17. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld. This provision shall not apply to any merger of Truist with another financial institution, or purchase of Truist by another financial institution. The City shall have the option to terminate this Agreement upon such assignment.
18. **Non-Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
19. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
20. **Non-Discriminatory Employment Practices.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **Public Entity Crimes.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

22. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Truist Bank
Tim Hamilton, Senior Vice President
Relationship Manager
200 West Forsyth Street,
Jacksonville, Florida 32202
Phone: 904-361-5279
Email: Tim.Hamilton@truist.com

If to City of Ocala:

Tiffany Kimball
Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert Batsel
Gilligan, Gooding, Batsel & Anderson P.A.
Attorneys at Law
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

23. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
24. **Disputes.** In case of any doubt or difference of opinion as to the items to be furnished hereunder; the decision of the City shall be final and binding on both parties. Truist also reserves its right to pursue other dispute resolution alternatives, including, without limitation, any action in any appropriate court or before an arbitrator.
25. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
26. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

27. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
28. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
29. **Mutuality of Negotiation.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
30. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. Amendments to the Treasury Management Master Agreement will be in accordance with the amendment provisions therein.
31. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
33. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other

than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

34. **Electronic Signature(s)**. Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the **same** as an original, signed copy of this original agreement for all purposes.

35. **Entire Agreement**. This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

36. **Contract Documents**. The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-7)

Exhibit B: Treasury Management Master Agreement (B-1 through B-2)

Exhibit C: Contract Price List and Service Glossary (C-1 through C-8)

Exhibit D: Treasury Management Terms and Conditions (D-1 through D-97)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Justin Grabelle

Justin Grabelle
President, Ocala City Council

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

TRUIST BANK

Tim Hamilton

By: Tim Hamilton
(Printed Name)

Title: SVP

Exhibit A - Scope of Service

The scope of services includes, but is not limited to, controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking. This scope identifies the current level of service the City desires to maintain. The bank must provide daily reporting for all transactions with a web-based online treasury management system to download daily balance detail transactions for each account. The Bank's responses to the Scope of Services, Exhibit A, included within the Truist Proposal are also incorporated by herein, including clarifying information with respect to how the services will be provided and certain modifications or clarifications to the requirements below.

A. Account Information

The City currently has six (6) different accounts with unique identifiers:

- 1) **Master Account** - This account will be used to concentrate the daily cash balances of the various accounts of the City and will be a positive pay interest-bearing account. ACH/Wire transactions shall be posted to this account. The City currently has six (6) geographic locations and the banking institution must provide a unique identifier for each location. There will be no charge for transfers between accounts.
- 2) **Controlled Disbursement Account** - All Accounts Payable and payroll checks will be drawn and cleared through this account. Transfers are made daily from the master account based on the amount of checks presented for payment. The daily balance for this account is zero.
- 3) **Retirement Accounts** - The City maintains three separate accounts for General Employees, Firefighters, and Police Officers retirement funds. These accounts will be interest-bearing and include services for deposits, paid checks, ACH/Wire origination, Tax origination, and positive pay.
- 4) **Grant Account** - This is a non-interest-bearing account used exclusively for USDA grant reimbursements.

To provide the most benefit for balances maintained in your accounts, we recommend the City's accounts continue to be tied for analysis purposes. Any form of deposit, paper or electronic, will continue to be accepted into your accounts and accessible in detail and imaged through SunView Treasury Manager.

From a disbursement perspective, the City's Controlled Disbursement Accounts (CDA's) will remain linked to your master account by using a Zero Balance Account structure. The master account is the main account for incoming funds and we will consolidate all available funds into the master account. Additionally, your CDA accounts will continue to benefit from our Controlled Payment Reconciliation (CPR) service. This blended solution is unique to the Bank and is comprised of Controlled Disbursement, Positive Pay and Full Account Reconciliation.

The Bank will continue to automatically re-present returned check items twice before returning. Full pricing details can be found in your price list in Exhibit C.

B. Treasury Management System

The bank shall provide a secure web-based solution which will allow the City on-line access to all City bank accounts. The system will enable the city user to communicate with the bank, download and archive information, provide daily reporting, execute on-line stop payments orders, perform internal and external wire transfers, and access detailed ACH information.

SunView Treasury Manager: SunView Treasury Manager is an internet-based delivery method which allows the City to connect to Bank accounts via the internet. The only software you ever need to install or upgrade is your web browser. Internet-based access enables multiple authorized users to access the system simultaneously from any location and can be accessed 24 hours a day, seven days a week at your convenience.

- Access banking information
- Manage stop payments
- Monitor disbursement activity
- Mitigate the risk of fraud
- Initiate ACH, wires, or account/book transfers
- Deposit images are archived for (7) years for on-us items and (5) years for transit items
- Obtain company transaction history dating back (18) months.

Online Courier (OLC): Automates delivery of your banking information. This service allows multiple delivery methods such as:

- Internet using a Java®-based program to securely deliver information automatically
- FTP – using your own FTP software, or having Online Courier deliver files and reports to your FTP server

- Email containing encrypted, password-protected attachments in PDF format
- SMS text message to a mobile or tablet device
- Fax delivery

SunView Portal

Our goal is for continual investment in technology solutions to drive efficiency while meeting clients' ever-changing needs. SunView Portal, a digital platform we are currently developing, can provide the City with a single sign-on access to four core digital solutions once launched: SunView Treasury Manager, Online Courier, ACH Fraud Control, and Online Check Deposit with balances and transaction details when you subscribe to current day/prior day information reporting in SunView Treasury Manager, and statements for deposit accounts and Commercial Card.

As a pilot participant, the City will realize the benefits of SunView before they are commercially available and you will have the opportunity to provide ongoing feedback that will guide the future evolution of the platform.

Key benefits:

- Single sign-on access to enabled services
- Convenient links to other treasury banking services
- Dashboard presentation of entitled account information

As part of our long-term technology plan, SunView will continue to evolve, enabling additional single sign-on services, introducing mobile access and offering enhanced self-service options as we focus on transforming your banking experience and rapidly adjusting to the changing banking environment.

C. Account Statements and Reconciliation

The Bank can provide account analysis statements and information through Online Courier. Electronic account analysis statements are delivered on the 7th business day.

As part of the Bank's unique Controlled Payment Reconciliation (CPR) solution, the City will continue to receive Full Account Reconciliation services.

After the payee deposits the check, the depositing bank routes it to us for payment. Upon receipt, the Bank posts the payment to the City's account. Full Account Reconciliation generates the reconciliation by matching and balancing the checks posted to the account against the check issue files previously sent to the Bank. Note that outstanding checks are carried forward from one statement period to the next, until they are paid. The Bank then delivers "paid" and outstanding" data back to the City in either a hard copy report or as an electronic format for each statement period. The statement cutoff date determines reconciliation frequency. It is the City's choice whether that is weekly, bi-weekly or monthly.

Full reconciliation reports, along with bank statements and checks, are mailed within seven business days from the date the issue file is received. Online images of paid checks (front and back) can be retrieved within seconds through SunView Treasury Manager. The Bank provides detailed information on check disbursements, including the following reports to be used in the management and control of disbursement activity:

- [Paid Only Report](#)
- [Unpaid Only Report](#)
- [Consolidated Report](#)
- [Recap of Posted Items](#)
- [Diagnostic Summary Report](#)
- [Outstanding Settlement Report](#)
- [Miscellaneous Debit and Miscellaneous Credit Reports](#)
- [Settlement Sheet](#)

If the City decides to move to the new SunView Portal, the City will have controlled access to deposit account statements, balances and transaction details through the SunView Portal.

D. Wire Transfers

Outgoing wire transfers may be initiated over SunView Treasury Manager or by a telephone call. For each method, the last step before release of a wire is the check for available funds by the automated account balance monitor in the wire transfer system. If sufficient funds are available, the outgoing wire transfer is released to the Federal Reserve and a hold in the amount of the wire is automatically placed on the funds in the account.

SunView Treasury Manager

Our premier wire initiation service in SunView Treasury Manager is a password-protected, fully encrypted method for initiating wires and viewing wire activity. SunView Treasury Manager enables you to initiate domestic and international wires, establish repetitive wires, initiate recurring instructions and view activity for the current day, or as far back as 18 months. Because this secure product is internet-based, authorized personnel can access it from any web-enabled location.

Upon signing on to SunView Treasury Manager and selecting the Wire Transfer service, a wire can be entered by selecting specific accounts or by selecting a pre-defined wire template. After the information has been entered and reviewed, the wire is approved for release based on the combination of approval parameters, which the City will have established on the applicable Schedule(s) to the Funds Transfer Agreement, and the authority levels for each user, which your Security Administrator(s) will set up in SunView Treasury Manager based on your security policies.

The Bank requires the holder of a wire PIN to enter his/her PIN either at wire entry or wire approval, depending on the configuration of the user's authority level. PIN entry is required prior to the release of the wire instruction into the Bank's processing system. SunView Treasury Manager allows separate and distinct authorities for input, approval and release functions by one or a combination of up to three users.

Telephone/Voice

The City can also continue to call the toll-free number for Wire Operations to initiate your wire transfer requests. As described in the paragraph above, the City specifies which individuals are authorized to initiate transactions by type (repetitive vs. non repetitive), or by account, and establish maximum dollar limits per wire. A caller must provide a PIN number in order to request the release of a wire.

For security, callback verification will be placed on all Telephone-initiated, non-repetitive payments.

The Bank requires different transfer agreements for different wire imitation channels. Our Treasury Management Terms and Conditions contain the general terms and conditions that govern the use of all of the treasury management services, as well as the specific terms and conditions for each service.

E. Positive Pay and Controlled Reconciliation

The City can continue to utilize our Controlled Payment Reconciliation (CPR) service on accounts that issue checks and our basic Positive Pay service on accounts where the City shouldn't have any check issuance. The basic Positive Pay option essentially serves as a type of check block so no checks are ever cleared from these non-disbursement accounts.

Our Controlled Payment Reconciliation (CPR) service provides the City with:

- Advanced check fraud protection with daily notification of paid-not-issued items **before** they post to your account
- **23 hours to make pay/return decision on exception items which is unique to our Bank**
- Controlled disbursement reporting
- A paid item file for automated reconciliation
- Payee Name Verification (optional)

In addition to protecting the City's accounts from fraudulent checks that are cleared at other financial institutions, CPR is also effective at preventing fraudulent checks from being presented at the Bank's branch locations. That is because the teller system is updated 10 times a day with issue information as it is received throughout the day. If a check is presented that is inconsistent with your check issue file, our teller phones your designated representative for payment and handling instructions. If your representative is not available to verify the item, then it will not be cashed.

Controlled Payment offers an additional service called Payee Name Verification that the City does not currently utilize, but we recommend. In addition to verifying the check number and amount, this optional service feature uses optical character recognition technology to verify the payee name on the check. If the payee name is inconsistent with the information contained in your check issue file, the check is identified as suspect and made available to you for your review.

F. Electronic Funds Transfer and Direct Deposit

The City produces vendor payments on a weekly basis through electronic fund transfers (EFT) or pre-numbered MICR encoded checks. Currently, City employees receive biweekly pay through mandatory direct deposit system. The data necessary to execute the direct deposit will be transmitted to the bank, typically, no later than the close of business on Wednesday of each pay week. This requirement will change for holidays and office closings. The bank shall process the

transfers, so the funds are available to the employees by Friday morning. City Direct Deposit recipients should have access to their funds by opening of business on the settlement date (i.e., payment due date). Truist also offers Sunday night processing.

The Bank has the ability to process your vendor and other ACH origination files in any of the following methods:

Managed File Transfer (MFT) – For large volumes, we recommend the City continue to use Managed File Transfer (MFT), our premier transmission service. MFT includes transmission through Internet (HTTPS) or secure FTP. For example, clients use this method for debiting consumers for repetitive payments, large payroll files, and concentrating cash.

SunView Treasury Manager Pass-Thru – Our ACH Pass-Thru service enables clients to import and send NACHA-formatted ACH files created outside of SunView Treasury Manager.

SunView Treasury Manager Batch ACH Origination – A Web-based method of transmitting smaller applications, such as expense reimbursements, state and federal tax payments, and vendor payables batches created within SunView Treasury Manager. Most clients implement both this service for smaller files and one of the above methods for larger files.

The cut-off time for next-day settlement of ACH transactions through most processing methods is 8:00 p.m. ET. Using this schedule, transactions will post to the receiver's account by end of day on the effective date.

The Bank also offers Same-Day ACH transmission abilities, for which the deadline for receipt of a same-day settlement file is 1:00 pm ET, even though we strongly recommend sending files by our first deadline which is 11:30 am ET. We also offer weekend processing, which means we can accept and release files on Sunday night. Please refer to the table below for cutoff times.

Client Input Method	Cutoff Time (All time are ET)	
	Next Day ACH Processing	Same Day ACH Processing
Treasury Manager	8:00 p.m. M – F	1:00 p.m. M - F
Managed File Transfer	8:00 p.m. M – F	1:00 p.m. M - F
Weekend Processing	6:30 p.m. Sunday	N/A

G. ACH Bill Pay Processing

The Bank will continue to provide ACH Debit Origination services. Pre-authorized Debit allows the City to use the Automated Clearing House (ACH) to transfer funds electronically from your customers' account to yours. Whenever a payment is due, the City sends an electronic file to the Bank, which is then used to initiate the transfer. With the Pre-Authorized Debit service, you receive payments faster than with checks, eliminate the administrative overhead associated with manual processing, and control the timing of payment receipt to enhance cash flow.

H. Automated Check Deposit Service

Online Check Deposit (OCD) is a web-based software application that allows you to submit check images for deposits electronically from your facility using a scanner and a personal computer. The City can continue to use this service to send an image file of the front and back of each check, as well as the MICR line data to the Bank for deposit in lieu of providing the Bank with physical paper documents. The City endorses the checks, and with the desk-top scanner, captures images of the checks for deposit and transmits the images to the Bank through the Internet for processing.

As added benefit, you have the convenience of viewing images of deposited items from the Online Check Deposit solution for up to 90 days and up to five years via SunView Treasury Manager, your online information reporting service.

Additionally, during the check capture process, you are able to capture remittance data for each check by either scanning associated optical character recognition (OCR) remittance coupons and/or keying additional data fields.

The savings and benefits of this service include:

- Later deposit deliveries enable you to make deposits as late as 10:30 p.m. ET allowing the City to get more items into each day's deposit and potentially accelerating cash flow.
- Faster collection resulting in better access to information, allowing you to easily monitor bank deposits.
- Reduced risk of check fraud losses by being able to identify fraud earlier. If checks move through the banking system faster, we can notify our clients earlier of fraudulent items, allowing them to minimize their losses.
- Lower transportation expenses, with the elimination of transporting checks to a branch each day and, or elimination of courier fees.
- Reduced delays in depositing checks due to weather or other problems resulting from transporting paper.

I. Stop Payments

We recommend that stop payments continue to be placed through SunView Treasury Manager. Sunview Treasury Manager allows the City to make stop payment requests, view all pending stop payments, inquire about the status of a check, extend the time period for current stop payments and to revoke a previous stop payment.

The City can also place stop payment requests by telephone in two ways:

- Calling our Client Services Specialist on bank business days
- Calling Customer Service, which is available 24/7, including weekends and holidays

For the City's controlled disbursement accounts, stop payment requests are at no charge.

J. Stale Dated Checks

The City check states "VOID after 180 days." Stale dated checks are flagged as exceptions in the Controlled Payment Reconciliation (CPR) process & a stop payment is automatically placed on these items. This is offering that is unique to the Bank's CPR service.

K. Banking Supplies and Check Scanning Hardware and Software

The Bank will continue to provide the banking supplies and facilitate the process at cost from the vendor.

L. Continuous Service

The Bank shall provide sufficient staff to support the requirements of the proposal on a continuous basis without interruption of service. Incompetent or repeated breakdown of service will be cause

for termination of the contract. The Bank shall designate one of its treasury management services personnel to act as liaison to the City for matters regarding its account. Such matters shall include but is not limited to account activity inquiries requiring research and adjustments, and questions pertaining to banking service used by the City, software technical support, and City contact information changes. The City reserves the right to approve the person so designated, and further reserves the right to approve in advance the designation of any successor liaison.

Your Client Services Specialist, Diane Donegan, will continue to work with your personnel on a day-to-day basis. The Bank uses a “single point of contact” approach for our middle market and large government clients. We have found this customer support model to be the most effective for a positive client experience. Although many competitors employ a similar approach for their clients, few have offered the level of support offered by the Bank.

In the event that Diane is unavailable, Treasury Management Client Services is made up of several teams that are organized primarily by market segment and geographic location. Because they are familiar with the City’s account and others with similar characteristics, they are positioned to provide continuous support and a positive client experience. Each team relies on a formal cross-coverage process, so that if Diane is not available for some reason, her backup, or another member of the team, can handle your request. You may also press 0 to be assisted by the next available Treasury Management Client Service Specialist.

M. Emergency Services

In the event of a natural disaster, the Bank will use reasonable efforts to provide cash to the City to satisfy the City’s requirements, and to provide a local or mobile branch that can be used by the City or otherwise work with the City to ensure that the City can conduct business. The Bank’s ability to meet these requirements will depend on the nature of the natural disaster, size of impact, condition of impacted area, etc. Contingency plans are in place and routinely tested to make sure the bank has failover processes that can be utilized when necessary.

Your Treasury Consultant, Maria Roman, will work with Operations and Product Management to assess how we will be able to assist you. Maria will work with the City to determine the right approach to minimize service interruption in case of a disaster within your organization.

N. Failures

The City shall be compensated at the daily effective Federal Funds rate for any lost availability of funds due to the Bank's error, determined pursuant to applicable laws and the banking service agreements. The City's right to terminate any services shall be governed by the Treasury Management Master Agreement and associated Terms and Conditions.

O. Truist Momentum

Truist Momentum is a comprehensive financial services program that the City can offer to employees as a part of your overall benefits package. With Truist at Work, City employees can build a solid financial program that provides the tools and guidance needed to save time, make progress toward their goals, and feel more confident about their financial well-being. Employee checks from the City can be cashed at Truist at no additional charge. That benefit is proposed to be continued under this Agreement.

P. Assigned Bank Representatives

Tim Hamilton, Relationship Manager is the City's Primary Contact.

Office: (904) 361-5279

Mobile: (859) 619-6677

Email : Tim.Hamilton@Truist.com

Additional representatives for the City are:

Diane Donegan, Commercial Client Specialist

Office: (352) 264-2077

Email: Diane.Donegan@truist.com

Maria Roman, Treasury Consultant Representative

Office: (813) 224-2095

Email: Maria.Roman@truist.com

TITLE	For Signature: Agreement for Banking Services (FIN/200254)
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10 / 06 / 2021
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10 / 06 / 2021
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year contract. Truist was the highest ranked of four respondents by the evaluation committee.

On September 14, 2021, City Council awarded Truist the banking services contract through June 1, 2022, pending completion of the Truist merger during February 2022. The City planned to enter a 4-year contract after the merger with acceptable competitive interest rates.

City management requested a pricing and product review from Truist. Truist responded with increases to both the Earnings Credit Rate (ECR), which is applied to the compensating balance and Managed Interest Rate (MIR) for excess funds. Management rejected the initial offer from Truist for the MIR and subsequently received an increased offer that was a hybrid variable percentage of the Federal Funds Target Rate (FFTR). For comparison, the City Contracting Officer requested updated interest quotes from the second and third ranked banks from the ITN. The banks provided updated ECR and MIR interest proposals including MIR hybrid variable rates. Truist updated their proposed rates as well.

Description	Truist	JP Morgan	TD Bank
Compensating Balance Required	\$ 6,160,000	\$ 5,217,500	\$ 5,558,015
<i>ECR Float with FFTR</i>	<i>Does not Float</i>	<i>FFTR less 0.40%</i>	<i>Equals FFTR</i>
<i>Earnings Credit Rate</i>	0.50%	0.60%	1.00%
<i>MIR Float with FFR</i>	<i>.60% of FFTR</i>	<i>FFTR less 0.50%</i>	<i>FFTR less 0.10%</i>
<i>Managed Interest Rate (MIR)</i>	0.60%	0.50%	0.90%
<i>Excess Funds Monthly Interest</i>	\$ 4,505	\$ 4,154	\$ 7,217
<i>Excess Funds 1-Year Interest</i>	\$ 54,057	\$ 49,851	\$ 86,608
Total Available Balances	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000
Annual Fee Allowance (ECR)	\$ 30,800	\$ 69,132	\$ 56,646

To maximize interest earnings, the City will continue to monitor and invest excess funds with our current local government investment pool options when advantageous to the City. The investment pools historically provide higher returns with same or next day liquidity for our funds.

FINDINGS AND CONCLUSIONS:

Truist has proposed competitive interest increases to both the Earnings Credit Rate (ECR), which is applied to the compensating balance, and the Managed Interest Rate (MIR) for excess funds.

- ECR - a fixed rate increase from 30 to 50 (0.50%) basis points on the minimum balance required to offset all fees. As a result, the required compensating balance will decrease significantly and increase the amount of excess funds available to earn interest. The compensating balance requirement fluctuates based on ECR, average positive available balance and volume of services.
- MIR - an increase from 10 to 60 (0.60%) basis points; the new rate will be a hybrid rate that is 60% of the Federal Funds Target Rate (FFTR). The City would automatically receive increases to the excess balance MIR for any FFTR increases during the life of the contract effective the following month.

Any banking change for the City would require four months or more transition with an estimated total of 1,000

employee hours primarily from personnel in Finance and Information Technology. The estimated cost for the employees (with benefits) is over \$45,000.

The new renewal agreement, Treasury Management Master Agreement, Contract Pricing Sheet, and Pricing Sheet Glossary are attached.

FISCAL IMPACT:

Fees for banking services will be deducted from ECR interest earnings based on the compensating balance calculation. The City is not expected to pay any type of fees since the ECR interest earnings will be greater than any fees incurred. Estimated banking interest revenue is more than \$50,000 annually to over \$200,000 for the four-year term depending on our cash investment management and the timing of expected Federal Funds Target Rate increases.

PROCUREMENT REVIEW:

This Amendment is in compliance with the City's procurement policy.

LEGAL REVIEW:

This Amendment will be reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Amend
- Table
- Deny

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into this 14th day of September 2021, by and between the **CITY OF Ocala**, a Florida municipal corporation ("City") and **TRUIST BANK**, a Florida registered, foreign North Carolina corporation (EIN: 56-1074313) with offices at 200 West Forsyth Street, Jacksonville, Florida 32202 ("Truist" or "Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Negotiate on April 23, 2020, for ITN# **FIN/200254: Turn-key Banking Services**.

Truist responded ("Truist Proposal") and was the highest ranked of the four (4) responding firms scored by a City evaluation committee. Truist was subsequently selected as the intended awardee for banking services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **Services**. Vendor will provide controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking services for the City as described, and pursuant to the scope of service set forth on the attached Exhibit A - Scope of Service, supplemented by Exhibit B – SunTrust now Truist Treasury Management Master Agreement, and further within this agreement.

2. **Compensation**.

City shall pay Vendor for the performance of the banking services, and in accordance with the contract documents based on the pricing set forth in Exhibit C – Contact Price List and Service Glossary

The price list attached to this Agreement is based on estimated volumes and services, and pricing listed is offered for the Initial term as defined in Section 4 below. Account Analysis pricing is billed monthly, so this pricing will be applicable for the months September 2021 through May 2022. Pricing for any renewal periods shall be subject to

agreement of the parties. Fees for services not listed on the price list will be charged at the Bank's standard price unless otherwise negotiated, and changes to services, line items or billing methodology may impact pricing.

We are offering this pricing through June 1, 2022 but note there may be changes related to the combination of BB&T and SunTrust into Truist that will take place in February 2022. While we work to limit fee increases due to changes to products or billing methodology, total fees may go up or down as a result of the changes and line item descriptions may change.

On or about March 1, 2022, Truist is willing to perform a pricing and product review at the request of the City. Should any previously agreed upon pricing increase as a result of merger related activities, Truist will make an effort to exception price the related pricing increase to pricing associated with the date of this Agreement and related Treasury Management Agreement. Any and all related exception pricing must be mutually agreed upon by both parties.

3. **Earned Interest.** For the Initial Term, the City will receive an earnings credit rate (ECR) of .30% applied to the compensating balance. For balances in excess of what is required to offset service fees, the City will receive interest of .10% for the Initial Term. The Earnings Credit and interest rates are managed which means they are not time bound commitments and they can increase or decrease after the Initial Term at Truist's discretion without prior notice. All funds on deposit in these accounts are fully collateralized in compliance with Florida Statute Chapter 280. Truist does not charge FDIC insurance on any type of Public Funds account at this time.
4. **Term.** The term of this Agreement shall commence on September 14, 2021 and shall end June 1, 2022 ("Initial Term"). This Agreement may be renewed for additional terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
5. **Value Added Benefit.** As an added benefit, Truist will offer all City employees a financial wellness program with budget apps, counseling services, learning tools and materials, instructor led training. Truist Momentum is a comprehensive financial services program that provides employees access to a variety of free and discounted banking services.

6. **Independent Contractor Status.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

7. **Indemnity.** Subject to Vendor's limits of liability set forth in the Treasury Management Master Agreement, Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

8. **Errors and Omissions.** The Vendor will maintain Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$5,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".

9. **Employee Dishonesty/Fidelity Bond, Inside Money and Securities Coverage.** Vendor shall obtain, at Vendor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the vendor. Coverage limits shall not be less than \$5,000,000.

10. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventure or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.

11. **Municipal Advisor.** Any investment services are provided subject to separate contract requirements and are not addressed by this Agreement. Neither Truist Bank nor Truist

Securities is a registered "municipal advisor" within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 (as amended, the "Municipal Advisor Rule"). Unless City notifies Vendor in writing to the contrary, City must represent at all times under this agreement for the services requested in ITN# FIN/200254, or that City may request in the future that, for the purposes of the Municipal Advisor Rule, none of the funds held or to be held in any deposit account(s) that City may seek to invest in any sweep investment, or with respect to which City may seek investment services, constitute (i) "proceeds of municipal securities" or (ii) "municipal escrow investments" (each as defined in the Municipal Advisor Rule) and City covenants and agrees that if such funds are "proceeds of municipal securities" or "municipal escrow investments" or become comingled with "proceeds of municipal securities" or "municipal escrow investments", City will notify Bank in writing and City shall not seek to invest such funds in any sweep investment or seek investment advice from either Truist or Truist Securities with respect to any such funds, without providing prior written notice. City acknowledges and agrees that Truist will rely on this representation and that one of the City's knowledgeable officials with access to the appropriate information, or that has direct knowledge of the source of the funds in the deposit account(s), will review and approve any such representation.

12. **Termination.** The City may terminate this Agreement for any reason by giving written notification thereof to the Vendor at least sixty (60) days in advance of termination. Vendor may terminate this Agreement by giving written notification thereof to the City at least ninety (90) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

13. **Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
 - A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

C. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

14. **Remedies/Opportunity to Cure.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination, subject to the limits of liability set forth in the Treasury Management Master Agreement. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

17. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld. This provision shall not apply to any merger of Truist with another financial institution, or purchase of Truist by another financial institution. The City shall have the option to terminate this Agreement upon such assignment.
18. **Non-Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
19. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
20. **Non-Discriminatory Employment Practices.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **Public Entity Crimes.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

22. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Truist Bank
Tim Hamilton, Senior Vice President
Relationship Manager
200 West Forsyth Street,
Jacksonville, Florida 32202
Phone: 904-361-5279
Email: Tim.Hamilton@truist.com

If to City of Ocala:

Tiffany Kimball
Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert Batsel
Gilligan, Gooding, Batsel & Anderson P.A.
Attorneys at Law
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

23. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
24. **Disputes.** In case of any doubt or difference of opinion as to the items to be furnished hereunder; the decision of the City shall be final and binding on both parties. Truist also reserves its right to pursue other dispute resolution alternatives, including, without limitation, any action in any appropriate court or before an arbitrator.
25. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
26. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

27. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
28. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
29. **Mutuality of Negotiation.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
30. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. Amendments to the Treasury Management Master Agreement will be in accordance with the amendment provisions therein.
31. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
33. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other

than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

34. **Electronic Signature(s)**. Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the **same** as an original, signed copy of this original agreement for all purposes.
35. **Entire Agreement**. This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
36. **Contract Documents**. The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-7)

Exhibit B: Treasury Management Master Agreement (B-1 through B-2)

Exhibit C: Contract Price List and Service Glossary (C-1 through C-8)

Exhibit D: Treasury Management Terms and Conditions (D-1 through D-97)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Justin Grabelle

Justin Grabelle
President, Ocala City Council

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

TRUIST BANK

Tim Hamilton

By: Tim Hamilton
(Printed Name)

Title: SVP

Exhibit A - Scope of Service

The scope of services includes, but is not limited to, controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking. This scope identifies the current level of service the City desires to maintain. The bank must provide daily reporting for all transactions with a web-based online treasury management system to download daily balance detail transactions for each account. The Bank's responses to the Scope of Services, Exhibit A, included within the Truist Proposal are also incorporated by herein, including clarifying information with respect to how the services will be provided and certain modifications or clarifications to the requirements below.

A. Account Information

The City currently has six (6) different accounts with unique identifiers:

- 1) **Master Account** - This account will be used to concentrate the daily cash balances of the various accounts of the City and will be a positive pay interest-bearing account. ACH/Wire transactions shall be posted to this account. The City currently has six (6) geographic locations and the banking institution must provide a unique identifier for each location. There will be no charge for transfers between accounts.
- 2) **Controlled Disbursement Account** - All Accounts Payable and payroll checks will be drawn and cleared through this account. Transfers are made daily from the master account based on the amount of checks presented for payment. The daily balance for this account is zero.
- 3) **Retirement Accounts** - The City maintains three separate accounts for General Employees, Firefighters, and Police Officers retirement funds. These accounts will be interest-bearing and include services for deposits, paid checks, ACH/Wire origination, Tax origination, and positive pay.
- 4) **Grant Account** - This is a non-interest-bearing account used exclusively for USDA grant reimbursements.

To provide the most benefit for balances maintained in your accounts, we recommend the City's accounts continue to be tied for analysis purposes. Any form of deposit, paper or electronic, will continue to be accepted into your accounts and accessible in detail and imaged through SunView Treasury Manager.

From a disbursement perspective, the City's Controlled Disbursement Accounts (CDA's) will remain linked to your master account by using a Zero Balance Account structure. The master account is the main account for incoming funds and we will consolidate all available funds into the master account. Additionally, your CDA accounts will continue to benefit from our Controlled Payment Reconciliation (CPR) service. This blended solution is unique to the Bank and is comprised of Controlled Disbursement, Positive Pay and Full Account Reconciliation.

The Bank will continue to automatically re-present returned check items twice before returning. Full pricing details can be found in your price list in Exhibit C.

B. Treasury Management System

The bank shall provide a secure web-based solution which will allow the City on-line access to all City bank accounts. The system will enable the city user to communicate with the bank, download and archive information, provide daily reporting, execute on-line stop payments orders, perform internal and external wire transfers, and access detailed ACH information.

SunView Treasury Manager: SunView Treasury Manager is an internet-based delivery method which allows the City to connect to Bank accounts via the internet. The only software you ever need to install or upgrade is your web browser. Internet-based access enables multiple authorized users to access the system simultaneously from any location and can be accessed 24 hours a day, seven days a week at your convenience.

- Access banking information
- Manage stop payments
- Monitor disbursement activity
- Mitigate the risk of fraud
- Initiate ACH, wires, or account/book transfers
- Deposit images are archived for (7) years for on-us items and (5) years for transit items
- Obtain company transaction history dating back (18) months.

Online Courier (OLC): Automates delivery of your banking information. This service allows multiple delivery methods such as:

- Internet using a Java®-based program to securely deliver information automatically
- FTP – using your own FTP software, or having Online Courier deliver files and reports to your FTP server

- Email containing encrypted, password-protected attachments in PDF format
- SMS text message to a mobile or tablet device
- Fax delivery

SunView Portal

Our goal is for continual investment in technology solutions to drive efficiency while meeting clients' ever-changing needs. SunView Portal, a digital platform we are currently developing, can provide the City with a single sign-on access to four core digital solutions once launched: SunView Treasury Manager, Online Courier, ACH Fraud Control, and Online Check Deposit with balances and transaction details when you subscribe to current day/prior day information reporting in SunView Treasury Manager, and statements for deposit accounts and Commercial Card.

As a pilot participant, the City will realize the benefits of SunView before they are commercially available and you will have the opportunity to provide ongoing feedback that will guide the future evolution of the platform.

Key benefits:

- Single sign-on access to enabled services
- Convenient links to other treasury banking services
- Dashboard presentation of entitled account information

As part of our long-term technology plan, SunView will continue to evolve, enabling additional single sign-on services, introducing mobile access and offering enhanced self-service options as we focus on transforming your banking experience and rapidly adjusting to the changing banking environment.

C. Account Statements and Reconciliation

The Bank can provide account analysis statements and information through Online Courier. Electronic account analysis statements are delivered on the 7th business day.

As part of the Bank's unique Controlled Payment Reconciliation (CPR) solution, the City will continue to receive Full Account Reconciliation services.

After the payee deposits the check, the depositing bank routes it to us for payment. Upon receipt, the Bank posts the payment to the City's account. Full Account Reconciliation generates the reconciliation by matching and balancing the checks posted to the account against the check issue files previously sent to the Bank. Note that outstanding checks are carried forward from one statement period to the next, until they are paid. The Bank then delivers "paid" and outstanding" data back to the City in either a hard copy report or as an electronic format for each statement period. The statement cutoff date determines reconciliation frequency. It is the City's choice whether that is weekly, bi-weekly or monthly.

Full reconciliation reports, along with bank statements and checks, are mailed within seven business days from the date the issue file is received. Online images of paid checks (front and back) can be retrieved within seconds through SunView Treasury Manager. The Bank provides detailed information on check disbursements, including the following reports to be used in the management and control of disbursement activity:

- [Paid Only Report](#)
- [Unpaid Only Report](#)
- [Consolidated Report](#)
- [Recap of Posted Items](#)
- [Diagnostic Summary Report](#)
- [Outstanding Settlement Report](#)
- [Miscellaneous Debit and Miscellaneous Credit Reports](#)
- [Settlement Sheet](#)

If the City decides to move to the new SunView Portal, the City will have controlled access to deposit account statements, balances and transaction details through the SunView Portal.

D. Wire Transfers

Outgoing wire transfers may be initiated over SunView Treasury Manager or by a telephone call. For each method, the last step before release of a wire is the check for available funds by the automated account balance monitor in the wire transfer system. If sufficient funds are available, the outgoing wire transfer is released to the Federal Reserve and a hold in the amount of the wire is automatically placed on the funds in the account.

SunView Treasury Manager

Our premier wire initiation service in SunView Treasury Manager is a password-protected, fully encrypted method for initiating wires and viewing wire activity. SunView Treasury Manager enables you to initiate domestic and international wires, establish repetitive wires, initiate recurring instructions and view activity for the current day, or as far back as 18 months. Because this secure product is internet-based, authorized personnel can access it from any web-enabled location.

Upon signing on to SunView Treasury Manager and selecting the Wire Transfer service, a wire can be entered by selecting specific accounts or by selecting a pre-defined wire template. After the information has been entered and reviewed, the wire is approved for release based on the combination of approval parameters, which the City will have established on the applicable Schedule(s) to the Funds Transfer Agreement, and the authority levels for each user, which your Security Administrator(s) will set up in SunView Treasury Manager based on your security policies.

The Bank requires the holder of a wire PIN to enter his/her PIN either at wire entry or wire approval, depending on the configuration of the user's authority level. PIN entry is required prior to the release of the wire instruction into the Bank's processing system. SunView Treasury Manager allows separate and distinct authorities for input, approval and release functions by one or a combination of up to three users.

Telephone/Voice

The City can also continue to call the toll-free number for Wire Operations to initiate your wire transfer requests. As described in the paragraph above, the City specifies which individuals are authorized to initiate transactions by type (repetitive vs. non repetitive), or by account, and establish maximum dollar limits per wire. A caller must provide a PIN number in order to request the release of a wire.

For security, callback verification will be placed on all Telephone-initiated, non-repetitive payments.

The Bank requires different transfer agreements for different wire imitation channels. Our Treasury Management Terms and Conditions contain the general terms and conditions that govern the use of all of the treasury management services, as well as the specific terms and conditions for each service.

E. Positive Pay and Controlled Reconciliation

The City can continue to utilize our Controlled Payment Reconciliation (CPR) service on accounts that issue checks and our basic Positive Pay service on accounts where the City shouldn't have any check issuance. The basic Positive Pay option essentially serves as a type of check block so no checks are ever cleared from these non-disbursement accounts.

Our Controlled Payment Reconciliation (CPR) service provides the City with:

- Advanced check fraud protection with daily notification of paid-not-issued items **before** they post to your account
- **23 hours to make pay/return decision on exception items which is unique to our Bank**
- Controlled disbursement reporting
- A paid item file for automated reconciliation
- Payee Name Verification (optional)

In addition to protecting the City's accounts from fraudulent checks that are cleared at other financial institutions, CPR is also effective at preventing fraudulent checks from being presented at the Bank's branch locations. That is because the teller system is updated 10 times a day with issue information as it is received throughout the day. If a check is presented that is inconsistent with your check issue file, our teller phones your designated representative for payment and handling instructions. If your representative is not available to verify the item, then it will not be cashed.

Controlled Payment offers an additional service called Payee Name Verification that the City does not currently utilize, but we recommend. In addition to verifying the check number and amount, this optional service feature uses optical character recognition technology to verify the payee name on the check. If the payee name is inconsistent with the information contained in your check issue file, the check is identified as suspect and made available to you for your review.

F. Electronic Funds Transfer and Direct Deposit

The City produces vendor payments on a weekly basis through electronic fund transfers (EFT) or pre-numbered MICR encoded checks. Currently, City employees receive biweekly pay through mandatory direct deposit system. The data necessary to execute the direct deposit will be transmitted to the bank, typically, no later than the close of business on Wednesday of each pay week. This requirement will change for holidays and office closings. The bank shall process the

transfers, so the funds are available to the employees by Friday morning. City Direct Deposit recipients should have access to their funds by opening of business on the settlement date (i.e., payment due date). Truist also offers Sunday night processing.

The Bank has the ability to process your vendor and other ACH origination files in any of the following methods:

Managed File Transfer (MFT) – For large volumes, we recommend the City continue to use Managed File Transfer (MFT), our premier transmission service. MFT includes transmission through Internet (HTTPS) or secure FTP. For example, clients use this method for debiting consumers for repetitive payments, large payroll files, and concentrating cash.

SunView Treasury Manager Pass-Thru – Our ACH Pass-Thru service enables clients to import and send NACHA-formatted ACH files created outside of SunView Treasury Manager.

SunView Treasury Manager Batch ACH Origination – A Web-based method of transmitting smaller applications, such as expense reimbursements, state and federal tax payments, and vendor payables batches created within SunView Treasury Manager. Most clients implement both this service for smaller files and one of the above methods for larger files.

The cut-off time for next-day settlement of ACH transactions through most processing methods is 8:00 p.m. ET. Using this schedule, transactions will post to the receiver's account by end of day on the effective date.

The Bank also offers Same-Day ACH transmission abilities, for which the deadline for receipt of a same-day settlement file is 1:00 pm ET, even though we strongly recommend sending files by our first deadline which is 11:30 am ET. We also offer weekend processing, which means we can accept and release files on Sunday night. Please refer to the table below for cutoff times.

Client Input Method	Cutoff Time (All time are ET)	
	Next Day ACH Processing	Same Day ACH Processing
Treasury Manager	8:00 p.m. M – F	1:00 p.m. M - F
Managed File Transfer	8:00 p.m. M – F	1:00 p.m. M - F
Weekend Processing	6:30 p.m. Sunday	N/A

G. ACH Bill Pay Processing

The Bank will continue to provide ACH Debit Origination services. Pre-authorized Debit allows the City to use the Automated Clearing House (ACH) to transfer funds electronically from your customers' account to yours. Whenever a payment is due, the City sends an electronic file to the Bank, which is then used to initiate the transfer. With the Pre-Authorized Debit service, you receive payments faster than with checks, eliminate the administrative overhead associated with manual processing, and control the timing of payment receipt to enhance cash flow.

H. Automated Check Deposit Service

Online Check Deposit (OCD) is a web-based software application that allows you to submit check images for deposits electronically from your facility using a scanner and a personal computer. The City can continue to use this service to send an image file of the front and back of each check, as well as the MICR line data to the Bank for deposit in lieu of providing the Bank with physical paper documents. The City endorses the checks, and with the desk-top scanner, captures images of the checks for deposit and transmits the images to the Bank through the Internet for processing.

As added benefit, you have the convenience of viewing images of deposited items from the Online Check Deposit solution for up to 90 days and up to five years via SunView Treasury Manager, your online information reporting service.

Additionally, during the check capture process, you are able to capture remittance data for each check by either scanning associated optical character recognition (OCR) remittance coupons and/or keying additional data fields.

The savings and benefits of this service include:

- Later deposit deliveries enable you to make deposits as late as 10:30 p.m. ET allowing the City to get more items into each day's deposit and potentially accelerating cash flow.
- Faster collection resulting in better access to information, allowing you to easily monitor bank deposits.
- Reduced risk of check fraud losses by being able to identify fraud earlier. If checks move through the banking system faster, we can notify our clients earlier of fraudulent items, allowing them to minimize their losses.
- Lower transportation expenses, with the elimination of transporting checks to a branch each day and, or elimination of courier fees.
- Reduced delays in depositing checks due to weather or other problems resulting from transporting paper.

I. Stop Payments

We recommend that stop payments continue to be placed through SunView Treasury Manager. Sunview Treasury Manager allows the City to make stop payment requests, view all pending stop payments, inquire about the status of a check, extend the time period for current stop payments and to revoke a previous stop payment.

The City can also place stop payment requests by telephone in two ways:

- Calling our Client Services Specialist on bank business days
- Calling Customer Service, which is available 24/7, including weekends and holidays

For the City's controlled disbursement accounts, stop payment requests are at no charge.

J. Stale Dated Checks

The City check states "VOID after 180 days." Stale dated checks are flagged as exceptions in the Controlled Payment Reconciliation (CPR) process & a stop payment is automatically placed on these items. This is offering that is unique to the Bank's CPR service.

K. Banking Supplies and Check Scanning Hardware and Software

The Bank will continue to provide the banking supplies and facilitate the process at cost from the vendor.

L. Continuous Service

The Bank shall provide sufficient staff to support the requirements of the proposal on a continuous basis without interruption of service. Incompetent or repeated breakdown of service will be cause

for termination of the contract. The Bank shall designate one of its treasury management services personnel to act as liaison to the City for matters regarding its account. Such matters shall include but is not limited to account activity inquiries requiring research and adjustments, and questions pertaining to banking service used by the City, software technical support, and City contact information changes. The City reserves the right to approve the person so designated, and further reserves the right to approve in advance the designation of any successor liaison.

Your Client Services Specialist, Diane Donegan, will continue to work with your personnel on a day-to-day basis. The Bank uses a “single point of contact” approach for our middle market and large government clients. We have found this customer support model to be the most effective for a positive client experience. Although many competitors employ a similar approach for their clients, few have offered the level of support offered by the Bank.

In the event that Diane is unavailable, Treasury Management Client Services is made up of several teams that are organized primarily by market segment and geographic location. Because they are familiar with the City’s account and others with similar characteristics, they are positioned to provide continuous support and a positive client experience. Each team relies on a formal cross-coverage process, so that if Diane is not available for some reason, her backup, or another member of the team, can handle your request. You may also press 0 to be assisted by the next available Treasury Management Client Service Specialist.

M. Emergency Services

In the event of a natural disaster, the Bank will use reasonable efforts to provide cash to the City to satisfy the City’s requirements, and to provide a local or mobile branch that can be used by the City or otherwise work with the City to ensure that the City can conduct business. The Bank’s ability to meet these requirements will depend on the nature of the natural disaster, size of impact, condition of impacted area, etc. Contingency plans are in place and routinely tested to make sure the bank has failover processes that can be utilized when necessary.

Your Treasury Consultant, Maria Roman, will work with Operations and Product Management to assess how we will be able to assist you. Maria will work with the City to determine the right approach to minimize service interruption in case of a disaster within your organization.

N. Failures

The City shall be compensated at the daily effective Federal Funds rate for any lost availability of funds due to the Bank's error, determined pursuant to applicable laws and the banking service agreements. The City's right to terminate any services shall be governed by the Treasury Management Master Agreement and associated Terms and Conditions.

O. Truist Momentum

Truist Momentum is a comprehensive financial services program that the City can offer to employees as a part of your overall benefits package. With Truist at Work, City employees can build a solid financial program that provides the tools and guidance needed to save time, make progress toward their goals, and feel more confident about their financial well-being. Employee checks from the City can be cashed at Truist at no additional charge. That benefit is proposed to be continued under this Agreement.

P. Assigned Bank Representatives

Tim Hamilton, Relationship Manager is the City's Primary Contact.

Office: (904) 361-5279

Mobile: (859) 619-6677

Email : Tim.Hamilton@Truist.com

Additional representatives for the City are:

Diane Donegan, Commercial Client Specialist

Office: (352) 264-2077

Email: Diane.Donegan@truist.com

Maria Roman, Treasury Consultant Representative

Office: (813) 224-2095

Email: Maria.Roman@truist.com

TITLE	For Signature: Agreement for Banking Services (FIN/200254)
FILE NAME	FINAL_TRUIST_Bank...ract_9-2-2021.pdf
DOCUMENT ID	765f81fbb38866f6906edc6582d6fde54b26c1d2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 06 / 2021
12:09:12 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Tim Hamilton (tim.hamilton@truist.com) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

10 / 06 / 2021
22:55:17 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



SIGNED

10 / 06 / 2021
22:57:15 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



VIEWED

10 / 07 / 2021
10:57:43 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 64.238.190.30



SIGNED

10 / 07 / 2021
10:57:54 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 64.238.190.30

TITLE	For Signature: Agreement for Banking Services (FIN/200254)
FILE NAME	FINAL_TRUIST_Bank...ract_9-2-2021.pdf
DOCUMENT ID	765f81fbb38866f6906edc6582d6fde54b26c1d2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



10 / 07 / 2021
20:39:01 UTC-4

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



10 / 07 / 2021
20:39:14 UTC-4

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



10 / 19 / 2021
14:17:09 UTC-4

Viewed by Tim Hamilton (tim.hamilton@truist.com)
IP: 74.120.64.248



10 / 19 / 2021
14:19:05 UTC-4

Signed by Tim Hamilton (tim.hamilton@truist.com)
IP: 74.120.64.248



10 / 19 / 2021
14:19:05 UTC-4

The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT**Council Meeting Date: 09/14/21**

Subject: ITN# FIN/200254 Turn-Key Banking Services contract through June 1, 2022

Submitted By: Emory Roberts

Department: Business & Financial Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 16041) the short-term agreement through June 1, 2022 with Truist Financial Corporation f/k/a SunTrust Bank for banking services

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: ITN released to the public: 4/23/2020

BACKGROUND:

The City issued an Invitation to Negotiate (ITN)# FIN/200254 seeking proposals from qualified public depository (QPD) institutions for a turn-key and innovative, full-service banking services solution to award a 5-year contract.

On May 22, 2020, the City received proposals from the following banks:

Proposer Name	Location
Sun Trust now Truist	Atlanta, GA
TD Bank, NA	Jacksonville, FL
JPMorgan Chase Bank, NA	Orlando, FL
First Federal Bank	Ocala, FL

After considerable negotiations, Truist and TD Bank were selected as finalists. Truist was determined by the Finance Department to be best for the City. Truist (SunTrust) has satisfactorily provided banking services to the City for over 20 years. Truist was formed in December 2019 when Suntrust started a merger process with BB&T and the process is scheduled for completion in February 2022.

Truist is providing an earnings credit rate (ECR) of 30 basis points (.30%) on the minimum balance required to offset all fees. Additionally, for excess balances over the compensating balance, Truist proposed an initial interest rate of 10 basis points or (.10%). Please note the ECR and excess balance interest rate were reduced by Truist since their May 2020 initial proposal.

The current federal funds rate is 0.25 and is expected to remain there through 2022. If the federal funds target rate increases during the life of the contract, the City would request comparable increases to both the ECR and interest rate as applicable.

In order to maximize interest earnings, the City will plan to invest excess funds with our current investment trusts options, which provide higher returns and same-day liquidity for our funds.

The earnings rate and interest will generate an overall interest benefit to the City in the estimated amount

of \$5 thousand during the initial term to June 1, 2022 if rates stay the same for the entire period.

FINDINGS AND CONCLUSIONS:

The Finance Department recommends Truist as the awarded vendor. The Truist merger of SunTrust and BB&T is scheduled to be completed in February 2022. After significant contact discussion and negotiation, the City and Truist mutually agree a shorter term contract through June 1, 2022 is in our best interests. If after the merger, Truist is willing to provide competitive interest acceptable to the City, the City will consider entering into a further, four year contract.

The agreement and fee schedule, which includes the Treasury Management Master Agreement and the Treasury Management Terms and Conditions are attached.

FISCAL IMPACT:

Any fees for these banking services will be deducted from interest earnings based on a compensating balance calculation. The interest earnings will be greater than any fees during this period.

PROCUREMENT REVIEW:

The solicitation was reviewed for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

Do not approve the contract, and re-bid the service.

SUPPORT MATERIALS:

- FINAL_TRUIST_Banking_Services_Contract_9-2-2021 (DOCX)
- Exhibit B - Treasury Management Master Agreement (DOCX)
- Exhibit C Contract Price List and Service Glossary (PDF)
- Exhibit D - Treasury Management Terms and Conditions (PDF)
- Finalists' Term Sheet (PDF)
- ITN FIN 200254 Banking Services (PDF)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: RES-2026-10

Agenda Item #: 6e.

Submitted By: Emily Parkman

Presentation By: Emily Parkman

Department: Growth Management

FORMAL TITLE:

Resolution 2026-10 to accept the donation of outdoor sculpture “Flamingo”, valued at \$9,500 into the City’s public art collection for permanent display at Tuscahill Park

OCALA’S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Ocala Outdoor Sculpture Competition is a biennial event featuring ten large outdoor sculptures created by nationally recognized artists. Launched in 2012 as part of “Operation Tuscahill” from the Tuscahill Park Master Plan, the competition aims to help revitalize Tuscahill Park and its surrounding areas. One of the current sculptures, “Flamingo,” was made by Miami-based artist Michael O’Khaen. The artist wishes to donate this sculpture for permanent display in Tuscahill Park. In accordance with the City’s Public Art and Donation Policies, he also provided a detailed maintenance guide outlining conservation requirements and maintenance costs for the next five years. On December 3, 2025, the Ocala Municipal Arts Commission voted to recommend accepting this donation.

FINDINGS AND CONCLUSIONS:

- “Flamingo” is owned by Michael O’Khaen and is valued at \$9,500.
- Michael O’Khaen wishes to donate the sculpture to the City of Ocala for permanent display at Tuscahill Park.
- “Flamingo” is constructed of wood, foam, fiberglass, resin, and metal, requiring an annual fresh coat of marine-grade epoxy resin.
- “Flamingo” has required minimal maintenance during the short-term loan, and staff estimates a maximum of \$100 annual maintenance costs over the next five years.
- As part of the Ocala Outdoor Sculpture Competition exhibition, “Flamingo” is currently insured by the City of Ocala for liability and replacement. This insurance will continue under the city’s self-insurance

program upon acceptance of the donation for permanent display.

- The City of Ocala has no other sculptures in the permanent collection by Michael O’Khaen.
- Ocala Municipal Arts Commission recommended acceptance of the donation of “Flamingo” into the City’s permanent public art collection.
- Staff requests that City Council accept the donation of the outdoor sculpture “Flamingo”.

FISCAL IMPACT:

The estimated annual routine maintenance for this sculpture is \$100. Expenses will be budgeted in the Growth Management Department's annual budget. The insurance of the sculpture will fall under the city’s self-insurance program and will be managed accordingly.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City’s procurement policy.

LEGAL REVIEW:

This Resolution will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

N/A

RESOLUTION 2026-10

TO ACCEPT THE DONATION OF OUTDOOR SCULPTURE “FLAMINGO”, VALUED AT \$9,500 INTO THE CITY’S PUBLIC ART COLLECTION FOR PERMANENT DISPLAY AT TUSCAWILLA PARK

Whereas, sculptor Michael O’Khaen owns the outdoor sculpture “Flamingo” valued at \$9,500; and

Whereas, Michael O’Khaen wishes to donate the sculpture to the City of Ocala for permanent display at Tuscawilla Park; and

Whereas, “Flamingo” is constructed of wood, foam, fiberglass, metal, and resin and requires a fresh coat of marine grade epoxy resin applied by city staff on yearly intervals and the annual \$100 expense will become part of the Growth Management Department Operating Budget starting in Fiscal Year 2027; and

Whereas, “Flamingo” will continue to be insured for liability and replacement under the city’s self-insurance policy; and

Whereas, City Council believes that “Flamingo” will be an outstanding addition to the city’s public art program which currently includes works in the city collection on display at various city spaces.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, approves the donation of “Flamingo” from Michael O’Khaen

into the public art collection for permanent display at Tuscawilla Park and under the conditions specified herein.

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney





Michael O'Khaen

Outdoor Sculpture Care Sheet - FLAMINGO

Name: Michael O'Khaen

Email: okhaen@outlook.com

Title of work: *P. Ruber's Story* (Flamingo)

Materials of work: Wood, foam, fiberglass, resin, metal

Date: 2023 installed

Dimensions (h x w x d): 9' x 2' x 3'

Weight: 440 lb.

Value of work: \$9,500

Maintenance notes:

This sculpture is made to sustain regular Florida weather without maintenance for at least 5 years, if installed properly in a safe environment, and without accidental damages, shocks with foreign objects or other unforeseen circumstances.

The external coating is made of clear marine grade, 2 component high performance epoxy resin from Total Boat, SKU: 510821.

In case of accidental damage of the wooden parts, use glass fibers with marine grade epoxy resin to repair ([Total Boat resin reference](#)).

In case of damages to the wings, repair any extensive hole with foam, sand to even the surface, then paint with Rust-Oleum Painter's Touch Gloss Coral Spray Paint Model# 334052, then recoat with fiberglass and clear epoxy resin.





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: RES-2026-11

Agenda Item #: 6f.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Resolution 2026-11 to appoint members to the City of Ocala's Affordable Housing Advisory Committee for three-year terms ending December 31, 2028

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On July 1, 2008, the City Council adopted Ordinance 5865, appointing an 11-member board, the Affordable Housing Advisory Committee (AHAC), to recommend monetary and non-monetary incentives for the affordable housing incentive plan, as required by Section 420.9076, F.S.

As per Section 106-137 of the amending Ordinance 5865, the City Council shall appoint members to the committee by resolution. This section was amended on December 18, 2018, by Ordinance 2019-13 to reduce the minimum number of AHAC members from 11 to eight, with a minimum of six members representing the 11 suggested categories of expertise.

FINDINGS AND CONCLUSIONS:

The State requires an active AHAC composed of at least eight individuals from diverse backgrounds. The City's AHAC is to meet and present recommendations to the City Council on ways to reduce or eliminate impediments to the production and retention of affordable housing units. Staff recommends the appointment of Dr. Gwendolyn B. Dawson, Bridgette Delva, Councilwoman Kristen Dreyer, Jeff Hill, Rhanda McKown, Tasha Osbourne, Rob Peters, Davida Randolph, and Cory Weaver.

FISCAL IMPACT:

Without the advisory committee, the City will be ineligible for potential State Housing Initiative Partnership funding.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-11

A RESOLUTION BY THE CITY COUNCIL OF OCALA APPOINTING THE MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE AS REQUIRED BY STATE STATUTE SECTION 420.9076 AND PROVIDED FOR IN CITY ORDINANCE 2019-13 SECTION 106-137

WHEREAS, City of Ocala Ordinance 5865, Section 106-137, adopted on July 1, 2009, and subsequently amended by Ordinance 2019-13 on December 18, 2018, provides for an affordable housing advisory committee to recommend monetary and non-monetary incentives for the affordable housing incentive plan as required in Section 420.9076 F.S.; and

WHEREAS, the Affordable Housing Advisory Committee shall consist of at least eight but not more than eleven members, the composition of which must meet the requirements of Section 106-137 (c) of the Ordinance, to be appointed by the City Council, upon recommendation of the Director, Community Development Services; and

WHEREAS, the Director, Community Development Services, has made his recommendations for the 2026-2028 term, and the same have been duly considered by the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, that the following members be appointed to the Affordable Housing Advisory Committee.

- (1) Dr. Gwendolyn B. Dawson, as a citizen who is actively engaged as a not-for-profit provider of affordable housing; and
- (2) Bridgette Delva, as a citizen who is actively engaged as a for-profit provider of affordable housing; and
- (3) Kristen Dreyer, as a local elected official; and

- (4) Jeff Hill, as a citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing; and
- (5) Rhanda McKown, as a citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing; and
- (6) Tasha Osbourne, as a citizen who is actively engaged as a real estate professional in connection with affordable housing; and
- (7) Rob Peters, as a citizen who is actively engaged as a not-for-profit provider of affordable housing; and
- (8) Davida Randolph, as a citizen who is residing within the jurisdiction of the local governing body, makes the appointments; and
- (9) Cory Weaver, as a citizen who represents employers within the jurisdiction.

This resolution adopted this 6th day of January 2026.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Application Form

Profile

_____ Prefix **Bridgette** First Name **Delva** Last Name

_____ **bridgette@teamdella.com** Email Address

_____ **424 SE 30th Ave** Home Address _____ Suite or Apt

_____ **Ocala** City _____ **FL** State _____ **34471** Postal Code

Business Name and Address

_____ **Delva One Construction 3035 SE Maricamp Rd. Suite 104-302 Ocala, FL 34471**

_____ **General Contractor & VP of Innovation** Occupation

_____ **Mobile: (770) 312-5641** Primary Phone _____ Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

_____ **4.5**

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I am a licensed Realtor and the owner of a general contracting business that specializes in revitalizing existing properties and constructing new, affordable residential homes in Ocala. Since 2020, our focus has been on addressing the growing need for affordable housing in the area by providing homes for both rent and sale. Through this work, we have developed a business model that supports sustainable and accessible housing options within the city. Beyond my real estate and construction expertise, I bring over 20 years of experience in corporate organizational leadership. I have a deep understanding of business operations, project management, and scaling companies to meet both short-term and long-term goals. This background has equipped me with the skills to manage complex projects and collaborate effectively with a wide range of stakeholders. My leadership experience, combined with my passion for solving the affordable housing crisis in Ocala, makes me uniquely qualified to serve on the Affordable Housing Advisory Committee. I am deeply committed to finding innovative solutions to ensure that all residents have access to safe, affordable housing, and I am eager to contribute to the growth and success of our community in this way.

Brief Resume of Education and Experience:

I currently serve as the Vice President of Innovation & Compounding Operations at Hims, Inc., where I lead a dynamic team of approximately 200 professionals. My responsibilities span across several key areas, including Supply Chain, Strategic Sourcing, Program Management, Research & Development, Compliance, and Operations. With over 20 years of experience in leadership roles, I've successfully guided teams and optimized processes within both private and publicly traded organizations, driving innovation and operational efficiency at scale. In addition to my corporate leadership, I co-own and operate Team Delva Properties, Inc. and Delva One Construction. Since 2020, through these ventures, we've been committed to providing affordable housing solutions within our community. Through both our property holding and general contracting businesses, we've focused on delivering residential properties that offer quality, affordability, and a positive impact to the local housing market, one home at a time. This combination of corporate expertise and hands-on experience in real estate and construction has given me a unique perspective on business operations and community development, and I'm passionate about leveraging both to make a tangible difference in solving the housing challenges we face today.

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

_____	Cory	_____	Weaver
Prefix	First Name	Last Name	

cweaver@careersourceclm.com
 Email Address

701 SE 35th Ave	_____
Home Address	Suite or Apt

Ocala	FL	34471
City	State	Postal Code

Business Name and Address

CareerSource Citrus Levy Marion 2703 NE 14th ST Ocala, FL 34470

Sr. Director of Operations
 Occupation

Mobile: (352) 817-4809	Business: (352) 873-7939
Primary Phone	Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

38

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

19 years experience in Workforce Development, 12 years grant management for the YouthBuild Construction grant in Ocala.

Brief Resume of Education and Experience:

Workforce Development professional with 19 years of experience specializing in Performance, Grant Writing/Management, Reporting, Program Development and Operations Oversight. Bachelors in Management Information Systems - University of South Florida 2010

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

_____ **Davida** _____ **Randolph**
Prefix First Name Last Name

Email Address **davida.randolph@marion.k12.fl.us**

_____ _____
Home Address Suite or Apt
2800 SW 14th St

_____ _____ _____
City State Postal Code
Ocala **FL** **34474**

Business Name and Address

Howard Academy Community Center 306 N.W. 7th Avenue Ocala, FL 34475

Occupation **Program Manager**

_____ _____
Primary Phone Alternate Phone
Home: (352) 497-3744 **Home: (352) 671-4175**

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

51

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: Submitted

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I have an extensive background in housing that includes that can be beneficial to the AHAC Board

Brief Resume of Education and Experience:

Associates of Arts Degree in Business Administration Bachelor's degree in business management Master's degree in public administration

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

Dr. Gwendolyn Dawson
Prefix First Name Last Name

gdawson@ocalahousing.org
Email Address

10300 NW 125th St
Home Address Suite or Apt

Reddick FL 32686
City State Postal Code

Business Name and Address

Ocala Housing Authority 1629 NW 4th Street Ocala, FL 34475

Chief Executive Officer
Occupation

Business: (352) 620-3374 Mobile: (352) 620-3374
Primary Phone Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

63

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

First and foremost, I have a passion and zeal for uplifting and assisting others. It is my desire to serve diligently in my community and neighboring communities to offer programs and services that will enhance the quality of life for others, while providing them with tools to learn how to also assist themselves. The mission of these organizations aligns well with the Ocala Housing Authority's (OHA) mission. Both organizations serve mutual clients, and I believe my membership on the board would enhance both organizations with the sharing of ideas, programs and services.

Brief Resume of Education and Experience:

Ocala/Marion County Continuum of Care Board of Governors Chairperson 2022-2023 Central Florida Community Agency Board Member, Treasurer 2022-present Alliance Credit Union of Florida Former Board Chair, Vice Chair, Treasurer, Audit Chair, Personnel Chair 1988-2024 Florida Community Loan Fund, Inc. Member of New Market Tax Credit, Advisory Board, Former Member of Inaugural Board 2010-present Ocala Leased Housing Corporation Treasurer 2000-present Greater Ocala Community Development Corp. Board Member 2016-present Nonprofit Business Council Steering Committee Member 2019-2025 Greater N. Central Fl. Chapter of Jack and Jill of America Association Active Member, Treasurer 2019-present Eta Tau Omega Chapter of Alpha Kappa Alpha Sorority, Inc. Sisterly Relations Chair, Hostess, Former Chair of Various committees, Financial Secretary, Board Member, committee's member 2008-present North Marion Middle School Advisory Committee Chair 2022-2025 North Marion High School Advisory Committee Vice Chair 2025-present

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

 Prefix **Jeff** _____
 First Name Last Name

jhill@uhm.com
 Email Address

4793 NW 101st Street Rd
 Home Address _____
 Suite or Apt

Ocala _____
 City **FL** **34482**
 State Postal Code

Business Name and Address

Union Home Mortgage 3200 SW 34th Ave, #204 Ocala, FL 34474

Mortgage Lender
 Occupation

Home: (352) 502-6504 _____
 Primary Phone Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

FL

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I manage a successful mortgage office here in Ocala and always looking for ways to help offer insight on the state of our current affordable housing programs.

Brief Resume of Education and Experience:

I graduated High School in East Bridgewater, Mass. Went to Pfeiffer University on a golf scholarship. Turned pro and followed my dream of professional golf for 3.5 years before taking a position in the retail golf industry. I partnered with 2 guys and took a \$770k business to \$6 million in 18 months, sold my share and got into the mortgage business. Homeownership is the American dream and I wanted to help people achieve that. Only five years of "experience" in my industry I joined Union Home Mortgage Jan 2022 and helped grow from a 20 million branch to 80 million in 2023 with the additions of great partners here in Ocala. We love what we do and are passionate about helping those looking to purchase or refinance their home.

Upload a Resume

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If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

_____ Rhanda _____ Mckown _____
 Prefix First Name Last Name

rmckown@leadingagesoutheast.org _____
 Email Address

3610 SW 25th PL _____ Suite or Apt _____
 Home Address

OCALA _____ FL 34474 _____
 City State Postal Code

Business Name and Address

LeadingAge Southeast (headquartered in Tallahassee), but I live in Ocala

Director of Affordable
 Housing _____
 Occupation

Home: (850) 933-6905 _____ Home: (850) 702-0308 _____
 Primary Phone Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

7-8

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I have over 20 years of experience with various aspects of affordable housing.

Brief Resume of Education and Experience:

Relevant Housing Employment at: Florida Housing Finance Corporation, North Tampa Housing Development Corporation, LeadingAge Southeast Education: B.S. from Florida State University LinkedIn: https://www.linkedin.com/in/rhanda-mckown-044445350?utm_source=share&utm_campaign=share_via&utm_content=profile&utm_medium=ios_app

[Rhanda Mckown Resume_15_2025.pdf](#)

Upload a Resume

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If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

	Rob	Peters
Prefix	First Name	Last Name

rpeters@habitatocala.org
Email Address

6634 SE 11th Loop	
Home Address	Suite or Apt

Ocala	FL	34472
City	State	Postal Code

Business Name and Address

Habitat for Humanity of Marion County 1321 SE 25th Loop, Suite 103 Ocala, FL 34471

Affordable Housing Builder
Occupation

Home: (352) 598-3358	Business: (352) 351-4663
Primary Phone	Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

21

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: Submitted

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I believe that I am qualified to serve on this Board because of the work that I get to do day in and day out, seeking to build more affordable homes for families in our community with Habitat for Humanity of Marion County.

Brief Resume of Education and Experience:

I graduated from the University of South Florida in 1992 with a BS in Business Administration. Since 2020, I have been with Habitat for Humanity of Marion County, providing safe, decent, affordable housing.

[Resume - Rob Peters.docx](#)

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

	Tasha	Osbourne
Prefix	First Name	Last Name

tasha.osbourne@gmail.com

Email Address

2612 SE 30 PI	
Home Address	Suite or Apt

Ocala	FL	34471
City	State	Postal Code

Business Name and Address

Tasha osbourne PA, at Golden Ocala Real Estate

Realtor, Broker Associate

Occupation

Home: (352) 613-6613	
Primary Phone	Alternate Phone

Are you a resident of Marion County?

Yes No

If you are a resident, state length of time in years:

15+

Do you own property within the City Limits?

Yes No

Do you reside within the City Limits?

Yes No

Do you own a business within the City Limits?

Yes No

Do you hold a public office?

Yes No

Are you a registered City voter?

Yes No

Are you employed by the City?

Yes No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

Yes No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Affordable Housing Advisory Committee: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

Yes No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

As a long-standing resident and real estate professional in Ocala/Marion County, I've dedicated my career to helping individuals and families find homes that meet their needs, budgets, and lifestyles. With over a decade of experience in the housing market—including luxury, equestrian, and community housing—I bring a well-rounded perspective on the local housing landscape and the challenges our residents face in accessing affordable options. Serving on the Affordable Housing Board over the past year has deepened my understanding of the vital role this board plays in shaping policy and promoting equitable opportunities for housing. I am passionate about contributing to solutions that balance responsible growth, community development, and accessibility for all income levels. My experience in negotiation, market analysis, and community outreach allows me to advocate effectively for sustainable housing initiatives that serve both residents and our region's long-term vitality. I believe affordable housing is essential to a thriving, inclusive community, and I am committed to continuing my service with integrity, collaboration, and forward-thinking leadership.

Brief Resume of Education and Experience:

Education: Saint Leo University – Bachelor’s Degree in Business Administration (with a focus on Management & Leadership). Developed a strong foundation in business strategy, leadership, and community engagement that continues to influence my professional and civic work today. Professional Experience: Licensed Realtor – 14+ Years of Experience Golden Ocala Real Estate | Formerly with Premier Sotheby’s International Realty Over a decade of proven experience in residential, luxury, and equestrian real estate, representing both buyers and sellers across Marion County and surrounding areas. Specializing in marketing strategy, negotiations, and community-centered real estate development. Consistently ranked among the top 1% of realtors globally. Deep understanding of local housing trends, affordability challenges, and community growth patterns. Known for a servant-leadership approach—helping families, investors, and community partners make informed housing decisions. Founder of the Global Equestrian Advisors Network, connecting professionals across markets to promote real estate collaboration and responsible development. Community Involvement: Appointed Member, Affordable Housing Advisory Committee (Marion County) Actively contributing to policies and programs that expand housing opportunities and foster inclusive growth. Advocate for local philanthropic causes including Go Red for Women’s Heart Health and Horse Farms Forever. Frequent participant and sponsor in community events that promote Ocala’s development, lifestyle, and family-focused values.

Upload a Resume

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If you have any questions, please call the Office of the City Clerk at (352) 629-8266.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-120

Agenda Item #: 6g.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Budget Resolution 2026-120 to amend the Fiscal Year 2025-2026 budget to accept and appropriate program income for the City of Ocala's State Housing Initiative Program grant in the amount of \$1,152

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On June 3, 2015, the Revitalization Strategies Division, now known as Community Programs, finalized a rebuild contract and a deferred mortgage with Cassandra Thornton, a low-income household, whose real property is located at 916 NW Fourth St., Ocala, Florida. The project was completed using funding from the State Housing Initiative Program (SHIP) grant and the Community Development Block Grant (CDBG). The amount of the deferred mortgage was \$50,271.82.

FINDINGS AND CONCLUSIONS:

The City, as the mortgage holder, agreed to forgive \$25,135.91, while the homeowner agreed to pay \$25,135.91 over 20 years. Those payments were to be received by the City as program income and reinvested in the City's housing rehabilitation program to assist other citizens. The Fiscal Year 2024-25 payments total \$1,152. This budget resolution will allocate that amount to the Fiscal Year 2025-26 budget for housing rehabilitation. Staff recommends approval.

FISCAL IMPACT:

Source:

140-369-000-000-16-36943	\$1,152
--------------------------	---------

Use:

140-050-699-559-55-34010	\$1,152
--------------------------	---------

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

- ALTERNATIVE:**
- Approve with Changes
 - Table
 - Deny
 -

BUDGET RESOLUTION 2026-120

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE PROGRAM INCOME FOR THE CITY OF OCALA'S STATE HOUSING INITIATIVE PROGRAM GRANT IN THE AMOUNT OF \$1,152

WHEREAS, the City of Ocala receives an annual allotment of State Housing Initiative Program funding to further the access to affordable housing, retain affordable housing stock, and assist first-time home buyers; and

WHEREAS, on June 3, 2015, the Revitalization Strategies Division, now known as Community Programs, finalized a rebuild contract and deferred mortgage with Cassandra Thornton whose real property is located at 916 NW 4th St., Ocala, FL.; and

WHEREAS, the homeowner agreed to pay \$25,135.91 over a 20 year period; and

WHEREAS, for Fiscal Year 2025-26, the payments totaled \$1,152.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended to appropriate \$1,152 to carry out activities as outlined below.

SOURCE:

140-369-000-000-16-36943	Misc-Program Income-Principal	\$1,152
--------------------------	-------------------------------	---------

USE:

140-050-699-559-55-34010	Other Services	\$1,152
--------------------------	----------------	---------

This resolution adopted this 6th day of January 2026.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Customer Account Reconciliation Report
for THORNTON, CASSANDRA

Bill #	Bill Name	Customer #	Billed Amt	Adjustment	Paid	Prin/Fee/Pen Unpaid	Total Unpaid	Bill Date	Receipt	Pmt/Credit Total	Pmt Amt	Pmt Date	Pmt Reference
34438	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	6/3/2025	48502	104.73	104.73	6/4/2025	
34088	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	5/1/2025	47864	104.73	104.73	5/8/2025	
33758	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	4/1/2025	47055	104.73	104.73	4/3/2025	4297
33454	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	3/3/2025	46256	104.73	104.73	3/4/2025	4297
32941	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	2/3/2025	45451	104.73	104.73	2/6/2025	
32565	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	1/2/2025	44745	104.73	104.73	1/7/2025	4297
32087	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	12/2/2024	43935	104.73	104.73	12/4/2024	
31688	THORNTON, CASSANDRA	28	104.73	0	\$ 0.20	104.53	104.53	11/4/2024	45861	0.2	0.2	12/12/2023	
31313	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	10/1/2024	42775	104.73	104.73	10/4/2024	4297
30930	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	9/3/2024	42166	104.73	104.73	9/5/2024	
30546	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	8/1/2024	41452	104.73	104.73	8/6/2024	4297
30225	THORNTON, CASSANDRA	28	104.73	0	\$ 104.73	0	0	7/5/2024	40736	104.73	104.73	7/10/2024	

\$ 1,152.23



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0549

Agenda Item #: 6h.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:

December 16, 2025 City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A



Ocala

City Council

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, December 16, 2025

4:00 PM

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

2a. New Employees

- Bryan Cohen, Electric
- Kayla McDonald, Electric
- Richard Russell, Electric
- Trenton Clancy, Information Technology
- Travis Hutchinson, Information Technology
- Gregory Means, Water Resources

3. Public Notice

- **Public Notice for the December 16, 2025 City Council Regular Meeting was posted on November 24, 2025**

4. Proclamations and Awards

4a. The Mayor's Citizen Recognition Award will be presented to Brett Stanley

The item was postponed, as Brett Stanley was not present to receive the Mayor's Citizen Recognition Award.

RESULT: POSTPONED

4b. On behalf of HCA Florida Ocala Hospital, Mayor Marciano's recognition of City of Ocala staff and a Florida Highway Patrol Officer

Mayor Marciano recognized City staff and a Florida Highway Patrol Officer on behalf of HCA Florida Ocala Hospital, for their heroic efforts.

5. Presentations

5a. Office of Homeless Prevention Quarterly Update

Deputy Director Community Development Services Robin Ford provided a quarterly update on the Office of Homeless Prevention. She provided a brief overview of the

following: clients served (939 clients), housing outcomes (81% permanent housing placement), services provided (3,531 services delivered), call volume (2,771 calls), Ticket Home Program (16 homeless clients), permanent supportive housing project, and Point-In-Time (PIT) count (starts January 21, 2026).

Council Member Hilty expressed gratitude for Saving Mercy's community support efforts, a successful program created by former City Manager John Zobler. He requested the organization ensure veterans are included in the PIT count.

Ms. Ford advised City Council that the PIT count includes veterans.

Council President Bethea recognized the Office of Homeless Prevention and partnering organizations for their community support efforts.

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

RESULT: APPROVED THE CONSENT AGENDA

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr

ABSENT: Musleh

- 6a.** 2025 Community Development Block Grant Consolidated Annual Performance Evaluation Report

Presentation By: James Haynes

- 6b.** First Amendment to the agreement with Stejack, LLC, for additional services required on the Norton Residence in the amount of \$5,512, resulting in a total contract value not to exceed \$50,552

Presentation By: James Haynes

- 6c.** Resolution 2026-9 to adopt the Marion County Consortium 2024-2028 Citizen Participation Plan

Presentation By: James Haynes

- 6d.** Award of development opportunity, and an Affordable Housing Agreement, to MCAN, LLC, to construct and sell an affordable housing unit on surplus property in West Ocala identified as Parcel 2849-005-027

Presentation By: James Haynes

- 6e.** Funding from the Florida Department of Transportation to reimburse overtime expenses relating to the Speed and Aggressive Driving Program in the amount of \$65,000

Presentation By: Michael Balken

- 6f.** Budget Resolution 2026-116 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse expenses relating to the Speed and Aggressive Driving Program in the amount of \$65,000

Presentation By: Michael Balken

- 6g.** Budget Resolution 2026-117 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse overtime expenses relating to the Distracted Driving Program in the amount of \$40,000

Presentation By: Michael Balken

- 6h.** See item 10j.

- 6i.** One-year renewal of contract with Granicus for video streaming, agenda management, and captioning services with an estimated expenditure amount of \$52,085

Presentation By: Christopher Ramos

- 6j.** Fourth Amendment to the Community Paramedicine Program Agreement with Florida Hospital Ocala, Inc. doing business as AdventHealth Ocala

Presentation By: Clint Welborn

- 6k.** Donation of one surplus vehicle to Veterans Helping Veterans USA with an estimated residual auction value of \$5,500

Presentation By: John King

- 6l.** Approval of settlement in the matter of City of Ocala, Florida versus FiberPro Network Services, LLC, with a proposed settlement amount of \$110,000 payable to the City of Ocala, Florida

Presentation By: William E. Sexton

- 6m.** December 2, 2025 City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - January 6, 2026)

- 8a.** Ordinance 2026-5 to amend the code of ordinances Section 122-1225 to authorize the use of above-ground air curtain burners as an ancillary use to a materials recovery facility as well as establishing conditions and limitations relating to such ancillary use (COD25-0004)

Introduced By: James P. Hilty Sr

RESULT: INTRODUCED

- 8b.** Ordinance 2026-6 to rezone approximately 3.57 acres for a portion of property located at 2336 NW Seventh Street (Parcel 22682-000-00) from M-1, Light Industrial, to M-2, Medium Industrial (Case ZON25-0014) (Quasi-Judicial)

Introduced By: Kristen M. Dreyer

RESULT: INTRODUCED

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

- 9a.** Ordinance 2026-4 designating a historic landmark at the southeast corner of 117 East Silver Springs Boulevard (Parcel ID# 2823-064-007) and installing a historic marker titled “Elvis in Ocala, Tom Petty Inspired” (Quasi-Judicial)

Presentation By: Aubrey Hale

Introduced By: James P. Hilty Sr

Council President Bethea opened the public hearing.

Planning Director Aubrey Hale discussed the adoption of Ordinance 2026-4. The applicant requested to designate a historic landmark in honor of Elvis Presley’s visit in 1961, for the filming of the movie Follow That Dream. He provided a brief overview of the criteria for historic landmark designations. To note, the Ocala Historic Preservation Advisory Board and staff recommend approval.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr

ABSENT: Musleh

- 9b.** Affordable Housing Advisory Committee 2025 Annual Report

Presentation By: James Haynes

James Haynes, Director of Community Development Services, presented the 2025 Affordable Housing Advisory Committee (AHAC) Annual Report. The committee, comprising 10 members from diverse professional backgrounds, meets bi-monthly to support staff efforts and reduce barriers to affordable housing. The report outlines five key strategies selected for the next three-year Local Housing Action Plan (LHAP), including expedited permitting, ongoing regulatory review, promotion of accessory dwelling units (ADUs), flexible lot configurations, and increased affordable housing production. The City Council may choose to act on these recommendations or accept the report for informational purposes.

10. General Business

- 10a.** Purchase of three TITUS Twister Mixing Aerators with Ozone Enhancement from The Wass Company LLC., with an estimated cost not to exceed \$161,479

Presentation By: Sean Lanier

City Engineer & Director of Water Resources Sean Lanier clarified the operations of the

TITUS Twister Mixing Aerators and anticipated cost savings with Council President Bethea.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Barry Mansfield

SECONDER: James P. Hilty Sr

AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr

ABSENT: Musleh

- 10b.** Change order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of \$382,225 plus a contingency of \$50,000 for a total expenditure of \$432,225

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Barry Mansfield

AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr

ABSENT: Musleh

- 10c.** Contract for Manhole and Structure Rehabilitation Services with Engineered Spray Solutions, LLC., for an amount not to exceed \$3,300,000

Presentation By: Sean Lanier

City Engineer & Director of Water Resources Sean Lanier clarified the three-year contract and number of manholes with Council Member Mansfield. Furthermore, he explained methane gas causes with Council President Bethea.

Council Member Musleh arrived 4:34 PM.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Barry Mansfield

SECONDER: James P. Hilty Sr

AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr

ABSENT: Musleh

- 10d.** Additional expenditures under the Agreement for Overhead Door Repair, Maintenance, and Replacement with Material Handling Systems, Inc., for an increased aggregate expenditure not to exceed \$100,000

Presentation By: Gary Crews

RESULT: PULLED

- 10e.** Utilization of Sourcewell’s cooperative purchasing agreement with Hussey Seating Corporation for the purchase of retractable bleachers for the E. D. Croskey Recreation Center Gymnasium in the amount of \$124,886

Presentation By: John Spencer

Recreation Division Head John Spencer clarified the planned improvements and program enhancements with Mayor Marciano.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10f.** First Amendment to renew the Agreement for Property and Casualty Insurance Broker Services between the City of Ocala and Risk Management Associates, Inc., for an additional three-year period with compensation not to exceed \$235,500

Presentation By: Todd Swanson

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10g.** Additional expenditures under the Agreement with Premise Health Employer Solutions, LLC, for the period ending December 31, 2025, in an amount not to exceed \$425,000

Presentation By: Todd Swanson

Director of Human Resources & Risk Management Todd Swanson clarified increased costs with Mayor Marciano and Council Member Hilty.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10h.** Fifth Amendment to the agreement with Premise Health Employer Solutions, LLC, for on-site health and wellness center services in an amount not to exceed \$2,271,022

Presentation By: Todd Swanson

Director of Human Resources & Risk Management Todd Swanson reported that the City’s on-site health clinic is now fully staffed as of the previous month, marking the first time in three years. The increase in staffing has contributed to higher operational costs, including salaries and liability insurance. Rising prescription costs have also impacted the budget. Utilization remains strong, with over 1,200 unique patients served in 2024, more than 15,000 lab draws, and nearly 15,500 diagnoses treated. The clinic continues to be a key cost-control strategy for the City’s self-insured health plan, offering primary care, wellness services, and treatment for work-related injuries at no cost to employees, retirees, and covered dependents. A contract amendment with Premise Health was proposed to extend services through September 30, 2026, aligning with the City’s fiscal year and updating pricing based on the approved staffing model. The amendment includes a not-to-exceed amount of \$2,271,022 and will be reviewed by the City Attorney. He noted the contract would be going out to bid in 2026.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10i. Purchase of four R-Mag circuit breakers from WESCO Distribution for the Shaw Substation in the amount of \$177,999

Presentation By: Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10j. Continued utilization of Sourcewell cooperative purchasing agreement with Fastenal Company for facility, industrial, and other related supplies and equipment purchases with an increased aggregate expenditure amount of \$100,000

Presentation By: Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10k. Grant agreement between the City of Ocala and Community Foundation for

Ocala/Marion County for the Community Paramedicine Program in the amount of \$100,000

Presentation By: Clint Welborn

Mayor Marciano spoke in support of the Community Paramedicine Program

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10l.** Budget Resolution 2026-118 to amend the Fiscal Year 2025-26 budget to accept and appropriate funding from the Community Foundation for Ocala/Marion County for the Community Paramedicine program in the amount of \$100,000

Presentation By: Clint Welborn

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10m.** Award of contract to Robinrose Construction, LLC, for a new build of the Taylor residence located at 725 SW Third Street with a total project cost not to exceed \$169,500

Presentation By: James Haynes

Director of Community Development Services James Haynes confirmed the City evaluates the lowest bids with Mayor Marciano.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

11. Internal Auditor's Report

12. City Manager's Report

- Sanitation Workshop is scheduled for Tuesday, January 13, 2026, at 12 pm
- Vision 2050 Workshop pending for January 28, 2026, at 12 pm

- **Upcoming events**

City Manager Pete Lee reported on upcoming events for the New Year: Uptown presentation (January 20, 2026, City Council meeting), and Tallahassee Annual Legislative Visit (January 27, 2026).

- **City staff recognition**

City Manager Pete Lee recognized City staff for their hard work this year.

13. **Ocala Police Department Report**

- **Overview of Crime and Traffic Stops**

Police Chief Mike Balken reported on crime data for the period, November 24, 2025 to December 7, 2025: 6,054 total incidents, 3,721 proactive calls, 2,333 dispatched calls quadrant breakdown (dispatched versus proactive), 235 crimes, 260 arrests, 662 traffic stops, and 117 crashes.

- **Department Highlights**

Police Chief Mike Balken reported the department successfully disarmed a juvenile with a gun during the Christmas Parade. Furthermore, the department conducted several Shop With A Cop events in the community, and Operation Secret Santa in underway for the holidays. He confirmed motor vehicle accidents have decreased, due to grant funding, with Mayor Marciano.

14. **Ocala Fire Rescue Department Report**

- **Unit Responses**

Fire Chief Clint Welborn reported on unit responses for a two-week period, December 2, 2025 to December 15, 2025. The two busiest units: Fire Rescue Four (159-unit responses) and Fire Engine Four (98-unit responses).

- **Service calls update**

Fire Chief Clint Welborn reported on call type spotlights for a three-week period, December 2, 2025 to December 15, 2025: motor vehicle accidents 112, structure fires 2, and community paramedicine/core 23, and calls for service 918 (24,001 calls-to-date).

- **Department Highlights**

Fire Chief Clint Welborn reported the department welcomed three new Firefighter EMT's. Furthermore, the department hosted a successful Cathy's Kids event and Christmas Parade.

15. **City Attorney's Report**

16. **Public Comments**

- **Jason Tolbert, 1700 NE 50th Avenue, Ocala, FL, proposed an entertainment/sports center development project near the Airport**

Jason Tolbert, 201 NE 37th Court, Ocala, FL, discussed a proposal for an entertainment/sports center development project near the Airport. He provided a brief overview of the following: estimated project cost (\$65-\$90 million), funding, anticipated revenue, and community benefits. Furthermore, he requested City Council direct staff to complete the FAA Form to proceed with the development project.

17. Informational Items and Calendaring Items

- Wednesday, December 24 and Thursday, December 25, 2025 - Christmas Eve & Christmas Day Holidays - City Offices closed
 - Thursday, January 1, 2026 - New Year's Day Holiday - City Offices closed
 - Tuesday, January 6, 2026 - City Council meeting - 4:00pm - Council Chambers
 - Monday, January 19, 2026 - Martin Luther King Jr. Day Holiday - City Offices closed
 - Tuesday, January 20, 2026 - CRA Board meeting - 3:45pm - Council Chambers
 - Tuesday, January 20, 2026 - City Council meeting - 4:00pm - Council Chambers
 - Tuesday, January 27, 2026 - TPO Meeting - 3:00pm - Marion County Commissioners' Auditorium
 - Tuesday, February 3, 2026 - City Council meeting - 4:00pm - Council Chambers
 - Tuesday, February 17, 2026 - CRA Board meeting - 3:45pm - Council Chambers
 - Tuesday, February 17, 2026 - City Council meeting - 4:00pm - Council Chambers
- 17a. Fully Executed Contracts Under \$50,000**

18. Comments by Mayor

- **2025 Christmas Parade**
Mayor Marciano recognized City staff for hosting a successful Christmas Parade.

19. Comments by City Council Members

- **Council Member Mansfield shared his wonderful experience attending the Christmas Parade**
- **Council Member Hilty recognized the City for hosting a successful Christmas Parade**
- **Council Member Dreyer congratulated fellow Council Member's on re-elections**
- **Council Member Musleh wished the public a Merry Christmas and Happy New Year**
- **Council President Bethea requested Mr. Tolbert share his ideas with City directors**

20. Adjournment

- **Adjourned at 5:17 pm**

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0419

Agenda Item #: 9a.

Submitted By: Tom Duncan

Presentation By: Tom Duncan

Department: Growth Management

FORMAL TITLE:

Public hearing to review and receive comments concerning SunTran's proposed budget for Federal Fiscal Year 2025 which includes Section 5307 grant funding from the Federal Transit Administration, Florida Department of Transportation Block Grant funding, toll road revenue credits, and local matches from the City and County for a total budget of \$6,300,562

OCALA'S RELEVANT STRATEGIC GOALS:

Economic Hub, Operational Excellence

PROOF OF PUBLICATION:

Ocala Gazette Legal Notice December 5, 2025

BACKGROUND:

The Ocala City Council is required to hold a public hearing before receiving federal funding. The hearing will be held on Tuesday, January 6, 2026, to review and receive comments on SunTran's Fiscal Year 2025 budget (5307 FTA Grant-Capital and Operating Funds). The proposed budget includes Florida Department of Transportation (FDOT) Block Grant funding, toll revenue credits, and local City/County matches.

Federal Fiscal Year 2025 Federal Transit Administration SunTran Budget	
FTA 5307 Capital Expense Budget	
Bus Rolling Stock 111-00	
Rebuild Engines and transmissions for 3 - 35' buses	\$ 421,147
1 - 35' diesel bus purchase	\$ 750,000
Bus Support Equipment/Facilities 114-00	
Shop Equipment	\$ 20,000
Signal & Communication Equipment 116-00	
Avail Maintenance	\$ 50,000
Mobile Fare Payment Hardware/Software	\$ 75,000
Bus: Other Capital Items 117-00	
Capital Cost of Contracting (A5)	\$1,480,000
ADA Paratransit (A1)	\$ 469,469
Total Capital Budget	\$3,265,616
Operating Budget	
FTA 5307 Operating	\$1,429,074
FDOT Operating	\$ 796,934
City/County Local Match/Fare Box Revenue	\$ 808,934
Total Operating Budget	\$3,034,942
Grand Total	\$6,300,560

FINDINGS AND CONCLUSIONS:

Annually, FTA Section 5307 funds are allocated to communities to operate fixed-route public transit systems. The City of Ocala is the SunTran policy board and oversees RATP DEV, which is contracted to manage SunTran operations. In accordance with 49 U.S.C. 5307(b)(1) through (7), the City is seeking public input on the proposed budget before submitting for FTA Section 5307 funds to the Federal Transit Administration.

FISCAL IMPACT:

Fiscal impact details will be provided with the appropriate Resolution and Budget Resolution upon approval and funding of the grant by the FTA.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:
N/A

Application

Federal Award Identification Number (FAIN)	N/A
Application Number	1034-2026-1
Temporary Application Number	1034-2026-1
Award Name	FY 25 Section 5307 Capital and Operating Assistance Grant, City of Ocala FL
Application Status	In-Progress
Budget Revisions	0

Period of Performance Start Date	N/A		
Original Period of Performance End Date	3/30/2031		
Current Period of Performance End Date	3/30/2031	Revision #: 0	Approved?: No

Part 1: Recipient Information

Name: CITY OF OCALA

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1034	City	CITY OF OCALA	LSNNBN7BL45	055947428

Location Type	Address	City	State	Zip
Mailing Address	110 SE WATULA AVE	OCALA	FL	34471
Physical Address	110 SE WATULA AVE	OCALA	FL	34471

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Tom	Duncan	Transit Administrator	tduncan@ocalafl.gov	(352) 629-8220

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$4,694,694
Local			\$808,934
Local/In-Kind			\$0
State			\$796,934
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$816,404
Adjustment			\$0
Total Eligible Cost			\$6,300,562

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1034-2026-1-P1	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$469,469.00	\$0.00	\$469,469.00	1
1034-2026-1-P1	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$469,469.00	\$0.00	\$469,469.00	1
1034-2026-1-P2	111-00 (111-) BUS - ROLLING STOCK	\$1,171,147.00	\$0.00	\$1,171,147.00	4
1034-2026-1-P2	11.12.02 BUY REPLACEMENT 35-FT BUS	\$750,000.00	\$0.00	\$750,000.00	1
1034-2026-1-P2	11.14.02 REHAB/REBUILD 35-FT BUS	\$421,147.00	\$0.00	\$421,147.00	3
1034-2026-1-P2	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	\$95,000.00	\$0.00	\$95,000.00	2
1034-2026-1-P2	11.42.06 ACQUIRE - SHOP EQUIPMENT	\$20,000.00	\$0.00	\$20,000.00	1

1034-2026-1-P2		11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	\$75,000.00	\$0.00	\$75,000.00	1
1034-2026-1-P2	116-00 (116-)		SIGNAL & COMM EQUIPMENT (BUS)	\$50,000.00	\$0.00	\$50,000.00	1
1034-2026-1-P2		11.64.02	REHAB/RENOV COMMUNICATIONS SYSTEM	\$50,000.00	\$0.00	\$50,000.00	1
1034-2026-1-P2	117-00 (117-)		OTHER CAPITAL ITEMS (BUS)	\$1,480,000.00	\$0.00	\$1,480,000.00	1
1034-2026-1-P2		11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	\$1,480,000.00	\$0.00	\$1,480,000.00	1
1034-2026-1-P2	300-00 (300-)		OPERATING ASSISTANCE	\$1,429,078.00	\$1,605,868.00	\$3,034,946.00	1
1034-2026-1-P2		30.09.01	UP TO 50% FEDERAL SHARE	\$1,429,078.00	\$1,605,868.00	\$3,034,946.00	1

Expected print dimensions of advertisement:
 Width: 3.76 in., Height: 5 in.

Newspaper page size: Width: 11.62 in., Height: 21.12 in.
 Publisher may wrap or break notice between pages.



**NOTICE OF A PUBLIC HEARING
 OCALA CITY COUNCIL
 SUNTRAN'S FY 2025
 FEDERAL TRANSIT ADMINISTRATION (FTA)
 5307 GRANT FOR OPERATING AND CAPITAL FUNDS**

The Ocala City Council will hold a public hearing on **Tuesday, January 6, 2026**, to review and receive comments on SunTran's FY 2025 5307 FTA Grant (Operating and Capital funds). The public hearing **will start at 4:00 pm** and will be held in the **City Council Chambers located on the Second Floor of City Hall at 110 SE Watula Avenue**.

Fiscal Year 2025 Federal Transit Administration (FTA) SunTran Budget		
FTA 5307 Operating and Capital Expense Budget		
Item	FTA	TDC
Rehab 3 – 35 ft Gillig bus engines & transmissions	421,147.00	105,287.00
Purchase one 35' Diesel Bus	750,000.00	187,500.00
Miscellaneous Shop Equipment	20,000.00	5,000.00
Avail Technologies Maintenance	50,000.00	12,500.00
Capital Cost of Contracting (RATPDev USA)	1,480,000.00	370,000.00
ADA Paratransit	469,469.00	117,367.00
Miobile Fare Payment Hardware/Software	75,000.00	18,750.00
Operating Costs	1,429,078.00	-
Total	\$ 4,694,694.00	\$ 816,404.00

The proposed budget includes \$4,694,694.00 from FTA and \$816,404.00 in Transportation Development Credits (TDC) from the State of Florida.

Interested parties may appear at the meeting and be heard regarding their opinion of the proposed budget. Copies of the proposed budget are available and may be obtained at the City's Growth Management Department, 201 S.E. 3rd Street, Second Floor, Ocala, FL 34471, Telephone (352) 629-8404 - between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If reasonable accommodations are needed for you to participate in this meeting, please contact the Growth Management Department at (352) 629-8404 forty-eight (48) hours in advance, so arrangements can be made.

Any person who decides to appeal any decision of the Ocala City Council concerning any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made.



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Ocala Gazette** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(352) 732-0073**.

Notice ID: PYJv1DC52YdLdYRBcPpT | **Proof Updated: Dec. 02, 2025 at 11:34am EST**
Notice Name: SunTran Legal Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
JaNiece Lucky	Ocala Gazette
jlucky@ocalafl.gov	
(352) 629-8421	

Columns Wide:	2	Ad Class:	Legals
Total Column Inches:	10		
Number of Lines:	n/a		

12/05/2025: Display Ad	140.00
<hr/>	
Subtotal	\$140.00
Tax	\$0.00
Processing Fee	\$17.00
Total	\$157.00

See Proof on Next Page



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0455

Agenda Item #: 9b.

Submitted By: Michelle Taylor

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:

Public Hearing to consider the issuance of a location permit for the sale of beer, wine and liquor for off-premises consumption for Wal-Mart Stores East, LP, doing business as, Walmart #4245 located on Parcel 29850-001-00 (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Economic Hub, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Wal-Mart Stores East, LP, doing business as (dba), Walmart #4245, is requesting a permit for the sale of beer, wine, and liquor on Parcel 29850-001-00.

Applicant: Wal-Mart Stores East, LP dba, Walmart #4245
Property Owner: Ocala Maricamp Retail Investment, LLC
Address: 3525 SE Maricamp
Building area: 47,914 square feet
Seats/employees: Zero seats / 90-95 employees
Required parking: 47 spaces
Provided parking: 166 spaces
Outside Sound: No

- **Police Presence:** There have been three calls for service at the location, 3525 SE Maricamp Road, during the past two years, all of which were self-initiated security calls.
- **Request:** The purpose of this request is for approval of a State 3PS alcohol permit to allow the sale of beer, wine, and liquor for off-premises consumption for Wal-Mart Stores East, LP dba, Walmart #4245. The hours will be 7 a.m. - 2 a.m., Monday-Sunday.
(Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating

beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday.)

- **Staff Comments:** Comments were requested from the Growth Management, Police, and Fire Departments, and a legal review by the City Attorney. No comments or objections were received.

FINDINGS AND CONCLUSIONS: This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City’s Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: None within a 500-foot radius.

Proximity to other Alcohol Beverage Establishments: There are three within a 500-foot radius.

- Ocala Food Mart 1, 2APS - Beer and wine for sale in sealed containers and for consumption off premises only.
- Walgreens, 2APS - Beer and wine for sale in sealed containers and for consumption off premises only.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A.

LEGAL REVIEW: This agenda item will be reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOL PERMIT

- Public Hearing - **\$350.00** for new location + **\$50.00** Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)
- Change of ownership/leaseholder - **\$200.00**

1. Name of Applicant(s): Wal-Mart Stores East, LP
 (Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 3525 SE Maricamp Rd Unit 101
 City Ocala State FL Zip Code 34471 Phone # 305-789-2766
 Fax # N/A Email address Kim.Rasnake@gmlaw.com

2. Form of Applicant Business: (Check one)

- Florida corporation _____
- Foreign corporation _____
- Partnership X _____
- LLC _____
- Sole Proprietorship _____
- Other: _____
- (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Please see attached

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

Please see attached

5. Name under which business will be conducted:

Walmart #4245

6. Is there a business there now?

N/A

If yes, name of business:

7. a. Location Address:

3525 SE Maricamp Rd Unit 101

City

Ocala

State

FL

Zip Code

34471

b. Parcel account number(s) [from tax roll]:

29850-001-00

c. Section

27

Township

15

Range

22

Size of Property

9.93 Acres

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address:

702 SW 8th Street

City

Bentonville

State

AR

Zip Code

72716

Phone #

305-789-2766

Fax #

N/A

Email address

Kim.Rasnake@gmlaw.com

9. Hours of Operation:

7:00am to 2:00 am, seven days a week

Permit No. _____

10. Permit use description:

- on premises consumption/bar
- on premises consumption/restaurant
- on premises consumption/outside enclosed building
- off premises consumption
- on and off premises consumption

11. State License Type (specify): 3PS Quota

12. Property Owner: OCALA MARICAMP RETAIL INVESTMENT LLC

Property owner's address: 410 MILL ST STE 200

City MT PLEASANT State SC Zip Code 29464 Phone # 305-789-2766

Fax # N/A Email address Kim.Rasnake@gmlaw.com

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

- a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.
- b. Business owner's signature notarized; also signature of agent, if applicable.
- c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).
- d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.
- e. A sketch or a drawing will need to be submitted that reflects the:
 - Ingress/Egress to the building
 - The number of parking spaces
 - The building square foot
- f. If on premise consumption:
 - How many stools/seats will be provided in the establishment? _____
 - What is the square footage of the building? _____
 - How many employees will you have on maximum shift? _____
 - How many parking spaces are there? _____

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) IS MANDATORY

I, Louis J. Terminello, Esq. on behalf of Greenspoon Marder LLP, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature (Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)

Louis J. Terminello, Esq.

Printed Name

600 Brickell Ave #3600

Miami, FL 33131

Address

City, State, Zip Code

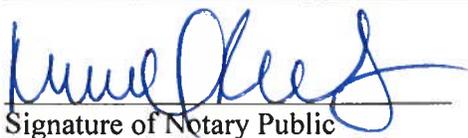
State of FL

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th, day of November, 2025,

by Louis J. Terminello, Esq., as Attorney for

Wal-Mart Stores East, LP


Signature of Notary Public



Kimberly Rasnake
Comm.: HH 631240
Expires: Mar. 19, 2026
Notary Public - State of Florida

Print/Type/Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced N/A

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

- (1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
- (2) An existing site with a location permit changing ownership;
- (3) An existing site with a location permit changing the type of permit; or
- (4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

- (1) The size and location of the portion of property to be used for outside consumption;
- (2) Ingress/egress to the outside area;
- (3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
- (4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
- (5) The proximity of the establishment to other establishments operating outside consumption;
- (6) Hours of operation; and
- (7) Screening and buffering.

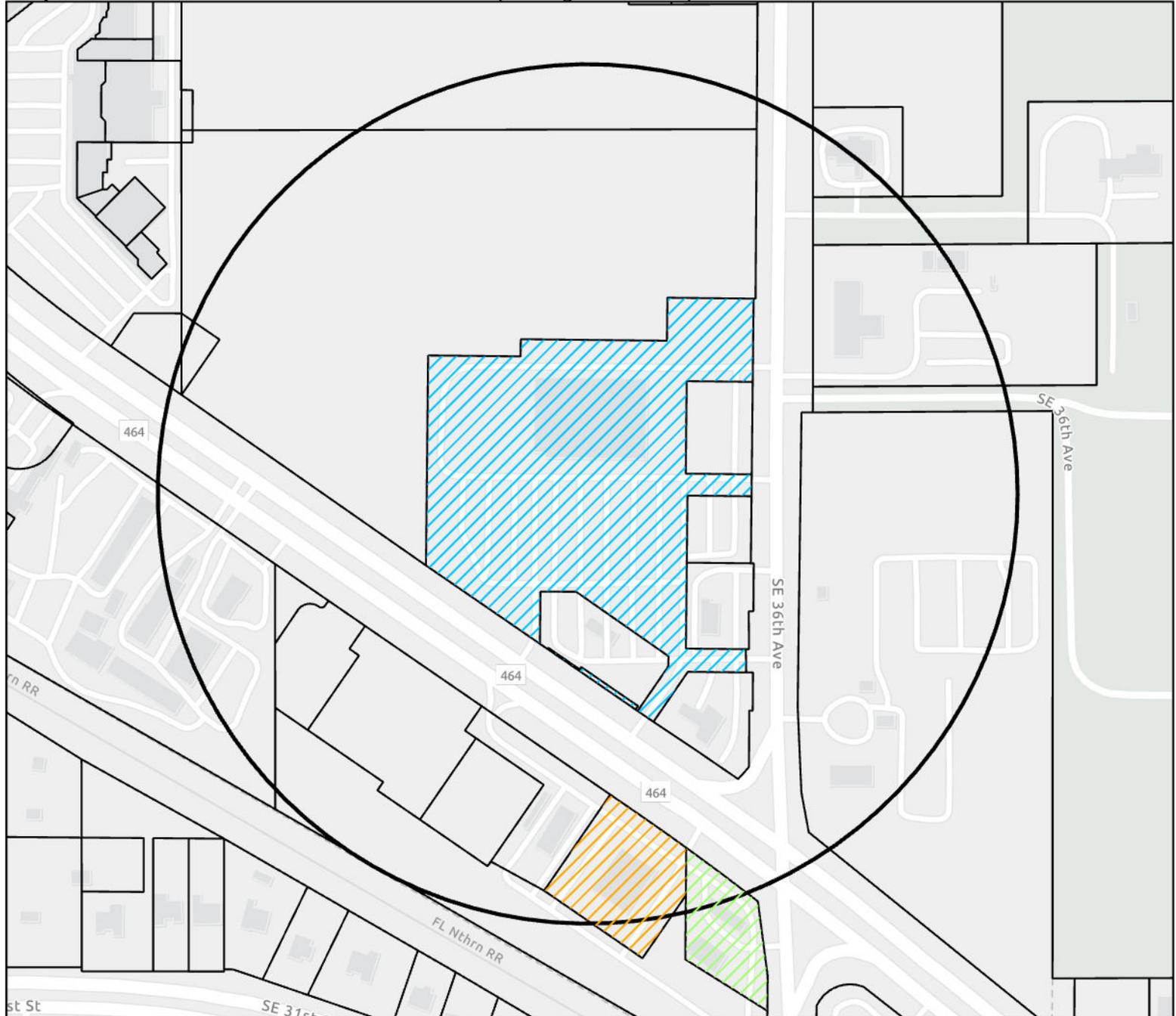
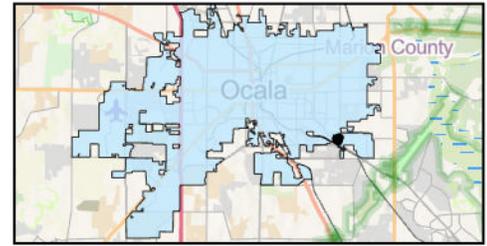
Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.



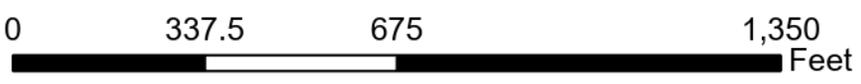
Signature

CASE MAP

Case Number: AL25-0992
Parcel: 29850-001-00
Business Name: Walmart
Property Size: Approximately 9.93 Acres
Land Use Designation: Medium Intensity/Special District
Zoning: SC, Shopping Center
Proposal: New business requesting an alcohol permit.



- Ocala Food Mart 1
- Wallgreens
- Walmart



*This instrument prepared by
and after recording return to:*

Cassandra Walsh
Adams and Reese LLP
1221 McKinney, Suite 4400
Houston, Texas 77010

Tax ID No. 29850-000-21

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of April, 2025, ~~2024~~, by and between **JFP MARICAMP, LLC**, a Florida limited liability company (“Grantor”), whose mailing address is 1406 Terrace Drive, Tulsa, OK 74104, and **OCALA MARICAMP RETAIL INVESTMENT, LLC**, a South Carolina limited liability company (“Grantee”), whose mailing address is 410 Mill Street, Building 1, Suite 200, Mt. Pleasant, SC 29464.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in the County of Marion, State of Florida, more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND
MADE A PART HEREOF (the “Property”)**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee’s successors and assigns in fee simple forever, subject only to those encumbrances set forth on EXHIBIT B attached hereto and made a part hereof, without intending to reimpose same.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, though or under Grantor, but not otherwise.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A**LEGAL DESCRIPTION**

COMMENCING AT THE N.E. CORNER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THENCE SOUTH 89°45'07" WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 27, A DISTANCE OF 34.80 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.E. 36TH AVENUE (66 FEET WIDE); THENCE SOUTH 01°08'20" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 1056.28 FEET; THENCE NORTH 88°51'40" WEST 41.65 FEET; THENCE SOUTH 01°08'20" WEST 150.00 FEET; THENCE NORTH 88°51'40" WEST 245.35 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°08'20" WEST 821.83 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 464 (200 FEET WIDE); THENCE NORTH 54°55'49" WEST ALONG SAID RIGHT-OF-WAY LINE 313.36 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE NORTH 01°08'20" EAST 646.92 FEET; THENCE SOUTH 88°51'40" EAST 260.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, WITH SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF SOUTH 89°12'18" WEST, A DISTANCE OF 34.80 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SOUTHEAST 36TH AVENUE; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°35'31" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1056.28 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING SIX (6) DESCRIBED COURSES; (1) NORTH 89°24'29" WEST, A DISTANCE OF 41.65 FEET; (2) THENCE SOUTH 00°35'31" WEST, A DISTANCE OF 726.81 FEET; (3) THENCE SOUTH 89°29'45" WEST, A DISTANCE OF 11.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT, SAID NON-TANGENT CURVE HAVING A RADIUS OF 9956.18 FEET AND A CENTRAL ANGLE OF 01°54'12"; (4) THENCE SOUTHERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, A DISTANCE OF 330.73 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF SOUTH 01°26'38" EAST AND A CHORD DISTANCE OF 330.71 FEET; (5) THENCE DEPARTING SAID NON-TANGENT CURVE, SOUTH 00°35'31" WEST, A DISTANCE OF 22.40 FEET; (6) THENCE SOUTH 42°06'47" WEST, A DISTANCE OF 49.16 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT, SAID NON-TANGENT CURVE HAVING A RADIUS OF 5829.58 FEET AND A CENTRAL ANGLE OF 01°17'44", SAID NON-TANGENT CURVE ALSO BEING THE NORTH RIGHT OF WAY LINE OF SOUTHEAST MARICAMP ROAD (COUNTY ROAD 464); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTHWESTERLY, ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID NON-TANGENT CURVE, A DISTANCE OF 131.83 FEET, SAID NON-TANGENT CURVE HAVING A CHORD BEARING OF NORTH 54°49'59"

WEST AND A CHORD DISTANCE OF 131.83 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 55°28'51" WEST, A DISTANCE OF 142.76 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 55°28'51" WEST, A DISTANCE OF 275.93 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°35'31" EAST, A DISTANCE OF 121.30 FEET; THENCE SOUTH 89°57'29" EAST, A DISTANCE OF 82.95 FEET; THENCE SOUTH 55°02'49" EAST, A DISTANCE OF 262.37 FEET; THENCE SOUTH 01°53'29" WEST, A DISTANCE OF 23.92 FEET; THENCE SOUTH 34°31'22" WEST, A DISTANCE OF 125.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**PERMITTED EXCEPTIONS**

1. General or special taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
2. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands.
3. Declaration of Restrictions and Grant of Easements recorded in Official Record Book 1192, Page 392, of the Public Records of Marion County, Florida, as re-recorded in Official Records Book 1235, Page 1774, as amended by instrument recorded in Official Records Book 1240, Page 1157, as further amended by instrument recorded in Official Records Book 1502, Page 1060, as further amended by that certain Amended and Restated Declaration of Restrictions and Grant of Easements recorded in Official Records Book 7345, Page 254, and as further amended by First Amendment to Amended and Restated Declaration of Restrictions and Grant of Easements recorded in Official Records Book 8537, Page 1342, of the Public Records of Marion County, Florida.
4. Distribution Easement granted to Florida Power Corporation, as more fully set forth in the document recorded in Official Records Book 1087, Page 470, of the Public Records of Marion County, Florida.
5. Development Agreement dated 10/13/1983 as referenced in Memorandum of Development Agreement, including terms and conditions thereof, as recorded in Official Records Book 1192, Page 405, of the Public Records of Marion County, Florida.
6. Easement granted to the City of Ocala, as more fully set forth in the document recorded in Official Records Book 1233, Page 1121, of the Public Records of Marion County, Florida.
7. Grant of Easement granted to the Florida National Bank, as more fully set forth in the document recorded in Official Records Book 1277, Page 315, of the Public Records of Marion County, Florida.
8. Easement and Covenant granted to The Great American Holding Company, Inc., a Florida corporation, as more fully set forth in the document recorded in Official Records Book 1502, Page 1069, of the Public Records of Marion County, Florida.
9. Grant for Electric Utility Easement in favor of the City of Ocala, a Florida Municipal Corporation, as more fully set forth in the document recorded in Official Records Book 7297, Page 1730, of the Public Records of Marion County, Florida.
10. Terms, provisions and conditions contained in that certain Memorandum of Lease by and between JFP MARICAMP LLC, a Florida limited liability company, lessor, and Starbucks

Corporation, lessee, recorded 07/16/2021, in Official Records Book 7517, Page 1052, of the Public Records of Marion County, Florida.

11. Terms and conditions of that certain Signage Easement Agreement by and between 3537 SE Maricamp LLC, a California limited liability company and Wal-Mart Stores East, LP, a Delaware limited partnership, as more fully set forth in the document recorded in Official Records Book 8534, Page 1908, of the Public Records of Marion County, Florida.

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

ATTORNEY-CLIENT PRIVILEGED AND ATTORNEY WORK PRODUCT

LAND USE, ZONING, AND ENTITLEMENT PRE-CLOSING MEMORANDUM

To: Brad Rogers, Walmart Stores East, LP

From: Robert Volpe and Darrin Taylor, Holtzman Vogel, PLLC

Date: November 22, 2024

Re: Closing of FL - Ocala #90022 - New NHM

Property Location:	3535 SE Maricamp Road Ocala, Marion County, Florida	Land Use OC:	Holtzman Vogel, PLLC
Parcel ID:	29850-000-20 29850-000-21 29850-001-00	Attorneys:	Robert Volpe; Darrin Taylor (Planner)
Store #:	90022	Anticipated Closing Date:	December 3, 2024
Project Type:	Neighborhood Market		

This land use and zoning pre-closing memorandum relates to the proposed construction of a new neighborhood market in the City of Ocala in Marion County, Florida. The Project is described in more detail below. We have reviewed the status of the project, the anticipated work to be completed by the developer, and the existing ordinances, codes, and regulations governing development of this project. This memorandum provides an opinion regarding land use, zoning, and entitlements for this project at closing.

Property: The property consists of approximately 8.38 acres located at 3535 SE Maricamp Road which is at the intersection of Maricamp Road and SE 36th Avenue in Ocala, Florida. The specific project boundary is defined in the contract for lease of the property but generally includes all or a portion of Parcels 29850-000-20, 29850-000-21 and 29850-001-00.

Project: This project requires the seller to demolish the existing Winn Dixie building, remove the slab foundation and seed the grass where the foundation was located. Walmart will construct the building on the site. The project includes the construction of a 60,483 SF Walmart Neighborhood Market, fuel kiosk, drive-thru pharmacy, Grocery Home Shopping, liquor box and supporting infrastructure. The site plan shows site access via two entrances onto Maricamp Road and two entrances onto SE 36th Avenue.

Future Land Use: The property is within the jurisdiction of the City of Ocala, Florida (“City”). Its land use designation is Medium Intensity/Special District which will support all anticipated uses of the property.

Zoning: The property is zoned Shopping Center (SC). The SC district permits the uses proposed including shopping centers, gas stations, auto supply store, grocery store, drug store and medical and dental offices. The district is intended to provide for a wide variety of commercial uses adjacent to major transportation corridors. This zoning district will support all anticipated uses of the property.

Remaining Discretionary Approvals for the Project after Closing:

Major Development Review Approval: The Project is currently undergoing site plan review and approval before the City of Ocala as defined in Article IV of the City's Code and requires an amendment to the existing shopping center master plan as defined in Article V Division 29 of the City's LDC. The site plan review and master plan update include a mandatory pre-application review with staff and submittal of all required documents for the review. The pre-application meeting with staff was held as required prior to the site plan submittal on May 1, 2024. Staff deemed the application complete and have issued two rounds of sufficiency comments, in May and September this year. The remaining staff comments are 1) to submit an amendment to the shopping center master plan, and 2) dumpster locations on site. The current shopping center master plan reflects the design and color scheme of the Starbucks that was built in 2020. An amendment is needed to authorize the Walmart design standards and color scheme. CPH will submit both the revised site plan and the master plan concurrently for staff review. The Planning Director must approve the site plan and master plan together which is projected to occur around the first of the year.

Subdivision Approval: The Project site includes all or a portion of three parcels based on the Marion County property appraiser website. The parcels are currently in separate ownership based on the County property appraiser's website. The City has not required a unity of title or subdivision of parcels for this Project. If a subdivision is required then it would have to meet the requirements of Chapter 114, LDC.

Concurrency: The City is currently reviewing the transportation impact analysis (TIA) for the project as part of its concurrency approval. If traffic capacity is insufficient, the City Commission may enter into a proportionate share mitigation agreement in a public hearing (Chapter 86, Section 86-10, City Code of Ordinances).

Variance: We have not identified any necessary variances, and the City has not identified any needed variances at this time.

Hours of Operation: Except for the sale of alcohol, there appear to be no limitations on hours of operation.

Alcohol Sales: Alcohol sales are addressed in Chapter 6 of the City's Code. Alcohol sales are permitted between 7:00 am until 2:00 am for each day of the week except Sunday (Section 6-5, City Code). For Sunday between the hours of 7:00 am to 2:00 am on Monday only beer and wine sales are permitted. Liquor sales are prohibited on Sunday for consumption off the

premises (Section 6-5, City Code). There are no distance restrictions for beer and wine sales. Liquor sales are restricted within 500 feet of any established church, school or day care center. Distance is measured from the nearest point of the property line of the place of business to the nearest point of the property line of the church, school or day care center (Section 6-35, City Code). There is a middle school, church and day care center in an adjacent commercial center fronting Maricamp Road. All three of these establishments are more than 580 feet from the nearest property line. In addition, each use is located on its own parcel making the actual distance from property line to property line closer to 700 feet in measured distance. Thus, the City's distance requirements do not impact this project.

Development Standards: The following is a listing of applicable development standards for the Project:

- A. **Parking/Loading:** Parking areas must meet the design requirements in Article VI, LDC. Businesses with over 60,000 square feet must provide three loading spaces. Gas stations must provide three motor vehicle storage spaces for each service lane. Retail Stores require 1 parking space per 250 square feet of gross floor area. Drive Up Windows must provide 6 waiting spaces per drive up window including the receiving window. One loading space is required for 10,000 square feet of floor area (Section 4.06.02, LDC). The City requires one parking space for each 250 square feet of floor area for Shopping Centers (Section 122-1010, LDC). Individual retail stores must provide 1 space per 300 square feet of floor area. The site plan meets this standard.
- B. **Pedestrian Access:** Commercial development must provide a sidewalk system that connects sidewalks on the public road frontages to the core of the development and each outparcel (Section 122-917, LDC). Bicycle parking must also be provided at a rate of 5% for the total parking required for the development. The site plan meets this standard.
- C. **Signs:** Project signs must be consistent with Chapter 110, Section 110-153 of the City LDC. The location and type of all shopping center signage must be provided at the time of site plan review including freestanding, ground, wall and directional signs. There is allowed one freestanding sign structure per 500 feet and must be 150 feet from ground signs. Each freestanding sign is allowed one primary sign face up to 200 square feet of sign face area which can be increased to 280 square feet if all other permitted freestanding signs are eliminated, excluding outparcels. Outparcels are allowed a ground sign if not included in the shopping center signage. Individual businesses are allowed a maximum of two square feet of wall sign area for each building front foot. Corner stores are allowed additional signage. The site plan meets the City's sign standards.
- D. **Lighting:** Lighting of parking facilities shall be designed to prevent any glare and excessive light on adjacent property pursuant to Section 122-1008, LDC. The maximum permitted height is 20 feet. The site plan meets this standard.

- E. **Noise:** Noise within the City is addressed in Chapter 34, Article VIII of the City's Code of Ordinances. Construction noise is not specifically addressed but is not exempted in the Code. The City's Code prohibits excessive noise between 10 pm and 6 am seven days a week. For non-residential use noise is defined as clearly audible 50 feet from the property line. The Code does not establish a decibel standard for clearly audible sounds, so it is subjective.

- F. **Landscaping:** A Landscape Plan must be provided with the site plan that meets the requirements of Chapter 118 of the LDC. Shade trees must be provided on a basis of one shade tree per 5,000 square feet of total area. A minimum of 50% of the shade trees must be live oaks since the site is more than 5 acres. Cash payments to the City's tree fund can be made in lieu of tree plantings if determined by the Planning Director that the number of trees can't be planted on site. A minimum of 20% of the site's area must be open space (Section 118-132, LDC). For parking areas, all parking areas must be screened from bordering streets with a minimum five feet wide landscaped buffer strip three feet in height between the parking area and the street, excluding sidewalks, driveways etc. Interior landscaping of parking areas must account for a minimum of ten percent of the parking area. Other paved surface areas must provide one square foot of interior landscaping for each 50 square feet of pavement in all areas exceeding 5,000 square feet. Each separate interior area must have one shade tree. Finally, a 30 foot buffer to the right of way is required. The site plan meets the City's standards.

Conclusion: This Project has the appropriate land use and zoning and is ready for contingency waiver closing and is proceeding with commercial site plan and master plan approval from the City of Ocala.



Ocala Police Department
 402 S. Pine Avenue
 Ocala, FL 34471

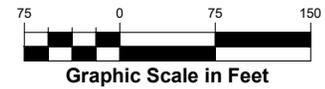
Location Report

12/09/2023 to
 3525 SE Maricamp Rd

<u>Incident #</u>	<u>Location</u>	<u>Date</u>	<u>Agency</u>
Security Duty			
202500104241	3525 SE Maricamp Rd	07/10/2025	OPD
202500162859	3525 SE Maricamp Rd	10/21/2025	OPD
202500181501	3525 SE Maricamp Rd	11/27/2025	OPD
Total for Type	3		
Total Calls for Service		3	

J:\W\131469\Civil\DWG\Concepts\WMM\Ocala_Maricamp & 36th Ave\WMM\Ocala_Maricamp & 36th Ave.dwg Jan 09, 2025 - 9:31pm rcarpenier

PROP 10'X30' GENERATOR & 6'X15' SWITCHGEAR



REVISIONS	BY

900 WEST FALTON STREET
SAN ANTONIO, TX 78271
761-4022441



SITE DATA

ZONING AND ENTITLEMENTS:
LOCAL JURISDICTION:
CITY OF OCALA, FLORIDA

ZONING CLASSIFICATION:
SHOPPING CENTER (SC)

PERMITTED USE (Y/N): Y

DEVIATIONS FROM WALMART GUIDELINES

- 4.0 / 1000 S.F. RATIO REQUIRED
- 9.5' X 19' PARKING STALLS REQUIRED

SITE ANALYSIS TABLE

WALMART BUILDING AREA	47,914 S.F.
TOTAL PROPOSED PARKING RATIO	4.72/1,000 S.F.
TOTAL REQUIRED PARKING RATIO	4.00/1,000 S.F.
STORE PARKING	209 STALLS
STORE PARKING RATIO	4.36/1,000 S.F.
OPD SPACES	17 STALLS
TOTAL PARKING	226 STALLS
CART CORRALS	8 CART CORRALS

49 SPACES WITHIN 150' OF GR VESTIBULE
** CART CORRALS EXCLUDED FROM ALL PARKING RATIOS ABOVE

PLAN LEGEND

ACCESS

- Green circle: FULL ACCESS
- Blue circle: RIGHT IN / RIGHT OUT
- Red circle: DIRECTIONAL ACCESS

SIGNAGE

- Green line: MONUMENT SIGN
- Blue line: PYLON SIGN
- Pink line: MULTI-TENANT SIGN

OTHER

- Red dashed line: WALMART LEASE LINE
- Black outline: PROPOSED BUILDING

SITE AREA TABLE

WALMART	8.66 AC (377,028 SF)
FUEL STATION	1.32 AC (57,548 SF)
TOTAL WALMART AREA	9.98 AC (434,576 SF)
QSR 1	0.76 AC (33,106 SF)
QSR 2	0.54 AC (23,522 SF)
TOTAL SITE AREA	11.28 AC (491,204 SF)

SE MARICAMP ROAD
34,500 VPD

SE 36TH AVENUE
16,700 VPD

EXIST. MONUMENT SIGN TO INCLUDE WALMART PANELS

PROP. MONUMENT SIGN

WALMART PARKING FIELD
(166) SPACES

WALMART PICKUP
(17) SPACES

Walmart
NEIGHBORHOOD MARKET
STORE #4245

R - R - 45 (R5-L)
PROJ DATE: (08/13/2024)
T.S.A. = 45,002 SF
G.L.A. = 43,686 SF
T.S.A. W/1,000 SF = 47,914 SF
226 SPACES (4.72 SPACES/1,000 SF)

POND

POND

POND

QSR 1
0.82 AC.

QSR 2
0.70 AC.

**FINAL SITE PLAN
(FOR PRESENTATION)**

DATE:
1/9/25

S
178



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Detail by Entity Name

Foreign Limited Partnership
WAL-MART STORES EAST, LP

Filing Information

Document Number	B01000000392
FEI/EIN Number	71-0862119
Date Filed	11/16/2001
State	DE
Status	ACTIVE
Last Event	LP AMENDMENT
Event Date Filed	07/07/2020
Event Effective Date	NONE

Principal Address

1 Customer Dr
BENTONVILLE, AR 72716

Changed: 04/15/2025

Mailing Address

1 Customer Dr
BENTONVILLE, AR 72716

Changed: 04/15/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/31/2004

Address Changed: 03/31/2004

General Partner Detail

Name & Address

Document Number M02000000296

WSE MANAGEMENT, LLC
 1 Customer Dr
 BENTONVILLE, AR 72716

Annual Reports

Report Year	Filed Date
2023	04/28/2023
2024	04/19/2024
2025	04/15/2025

Document Images

<u>04/15/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/07/2020 -- LP Amendment</u>	View image in PDF format
<u>05/31/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/12/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/12/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/18/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/11/2009 -- LP Amendment</u>	View image in PDF format
<u>04/13/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/15/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/13/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/13/2005 -- Contribution Change</u>	View image in PDF format
<u>05/11/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/11/2004 -- Contribution Change</u>	View image in PDF format
<u>03/31/2004 -- Reg. Agent Change</u>	View image in PDF format
<u>05/08/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/08/2003 -- Contribution Change</u>	View image in PDF format
<u>04/03/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2002 -- Contribution Change</u>	View image in PDF format
<u>03/14/2002 -- Amendment</u>	View image in PDF format
<u>11/16/2001 -- Foreign LP</u>	View image in PDF format



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Detail by Entity Name

Foreign Limited Liability Company
WSE MANAGEMENT, LLC

Filing Information

Document Number	M02000000296
FEI/EIN Number	71-0862403
Date Filed	02/05/2002
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/14/2024
Event Effective Date	NONE

Principal Address

1 Customer Dr
Bentonville, AR 72716

Changed: 04/07/2025

Mailing Address

1 Customer Dr
Bentonville, AR 72716

Changed: 04/07/2025

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/03/2004

Address Changed: 01/24/2017

Authorized Person(s) Detail

Name & Address

Title Manager

Skinner, Tim
1 Customer Dr
Bentonville, AR 72716

Title President/CEO

Skinner, Tim
1 Customer Dr
Bentonville, AR 72716

Title Senior Vice President

Waddell, Emma
1 Customer Dr
Bentonville, AR 72716

Title Senior Vice President

Allison, Gordon Y.
1 Customer Dr
Bentonville, AR 72716

Title SVP, Asst. Treasurer

Cook, Michael
1 Customer Dr
Bentonville, AR 72716

Title VP, Assistant Treasurer

Allen, Matthew
1 Customer Dr
Bentonville, AR 72716

Title Assistant Secretary

Little, Sarah
1 Customer Dr
Bentonville, AR 72716

Title Assistant Secretary

Edwards, Geoffrey
1 Customer Dr
Bentonville, AR 72716

Title SVP

Hart, Hunter
1 Customer Dr
Bentonville, AR 72716

Title VP

Sartain , Joni
1 Customer Dr
Bentonville, AR 72716

Title VP

Zanes, Ronald (RJ)
1 Customer Dr
Bentonville, AR 72716

Title VP

DeSerio , David
1 Customer Dr
Bentonville, AR 72716

Annual Reports

Report Year	Filed Date
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Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0545

Agenda Item #: 9c.

Submitted By: Emily W. Johnson

Presentation By: Jeff Shrum

Department: Growth Management

OFFICIAL TITLE (Motion Ready):

Ordinance 2026-5 to amend the Code of Ordinances, City of Ocala, Florida, Section 122-1225 to authorize the use of above-ground air curtain burners as an ancillary use to a materials recovery facility as well as establishing conditions and limitations relating to such ancillary use (COD25-0004)

OCALA'S RELEVANT STRATEGIC GOALS:

Economic Hub, Quality of Place

PROOF OF PUBLICATION:

N/A

- **Applicant:** Friends Recycling, LLC
- **Agent:** Fred N. Roberts, Jr., Esq., Klein & Klein, PLLC

BACKGROUND:

The applicant owns a materials recovery facility (MRF) located at 2340 NW 27th Avenue. The applicant-initiated conversations with staff to inquire about adding an above-ground air curtain incinerator to their operations. A review of the existing land development regulations of the MRF section by staff determined that a code amendment request to define and permit air curtain incinerators as an ancillary use would be necessary. The agent subsequently prepared an amendment to the Code of Ordinances requesting to amend the supplemental regulations for materials recovery facilities (Section 122-1225).

The Ordinance proposes the following changes:

- Defines above-ground air curtain incinerators as a “portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs, and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.”

- Establishes limitations on the materials that may be burned in above-ground air curtain incinerators.
 - Establishes a minimum setback of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park, and 100 feet from all other property lines, specifies that the City may require greater setbacks based on site conditions or public health concerns.
 - Requires site plan approval to include a defined operations area delineating placement locations for the above-ground air curtain incinerator and materials storage areas.
 - Limits the hours of operation for above-ground air curtain incinerators to Monday through Friday, 8 a.m. to one hour before local sunset. Prohibits operations on weekends and City-recognized holidays and specifies that the City Manager may, upon request, authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
 - Requires submittal and approval of a written operations plan addressing procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation.
 - Prohibits ground stockpiling of ash and residue.
 - Limits storage of unprocessed vegetative debris to 14 days.
 - Limits the height of vegetative debris piles to 25 feet in height.
- (Language added after Planning and Zoning Commission meeting.)*
- Granting the building official authority, as defined in Sec. 122-2, the ability to immediately revoke any approvals or permits associated with the ancillary use.
 - Requires compliance with all other federal, state, and local regulations.

ANALYSIS:

Staff identified potential issues for the applicant to address in the ordinance, including hours of operation, setback requirements from residential properties, setbacks from all property lines, byproducts from incinerator use, including smoke and ash, and the height and location of material storage. While one of the main functions of air curtain incinerators is to reduce smoke substantially, the ordinance also imposes additional restrictions on the types of debris that may be processed. Specifically, the debris restrictions allow only the processing of untreated wood and vegetative materials. Standards and regulations for these topics are included in the proposed ordinance's standards for permitting and operating above-ground air curtain incinerators. Additionally, this use must comply with the city's Industrial Performance Standards, Chapter 122, Article VIII, which regulate noise, vibration, smoke, odor, toxic or noxious matter, radiation, fire and explosive hazards, electromagnetic, humidity, heat, and glare.

An emission evaluation and data report published by the U.S. Department of Agriculture (USDA) Forest Service identifies that above-ground air curtain incinerators offer a valuable alternative to current fuel reduction and disposal methods, citing conclusions that the use of this equipment produces lower smoke emissions compared to pile or broadcast burning, reduces fire risk, and confines a burn area to a specific site.

Current MRF facilities with the city include:

- (Applicant) Friends Recycling MRF located at 2340 NW 27th Avenue (PID 21492-000-00), on approximately 10.75 acres.
- Waste Pro Ocala MRF located at 3621 NW 10th Street (PID 21819-000-00), on approximately 9.09 acres.
- Paglia & Associates MRF located at 3100 SW 3rd Street (PID 22767-002-00), on approximately 6.97 acres.

Recent changes to state law, including the enactment of F.S. Chapter 2025-190 (formerly SB 180), propose an amendment that is not considered more restrictive or burdensome, as it would allow a previously prohibited use consistent with recent state legislation (F.S. Chapter 2025-190 / SB 180).

PLANNING AND ZONING COMMISSION:

Staff presented the code amendment to the Planning and Zoning Commission at the November 10, 2025, meeting. The Commission questioned whether the code amendment would apply only to materials recovery facilities or whether air curtain burners would be allowed as a standalone use. Staff clarified that above-ground air curtain burners would be permitted only as an ancillary use at a materials recovery facility. There were no further questions or discussion among the Commission members. The Commission voted five to zero to recommend approval of the code amendment.

Following the Planning and Zoning Commission meeting, the applicant and staff met to discuss additional language regarding adding restrictions on the maximum height of vegetative debris that may be stored on site. As a result, the applicant has added language to the proposed amendment, as indicated in the underlined text in the above section regarding the proposed ordinance changes.

Additionally, staff presented the proposed ordinance to Governor’s West at their regularly scheduled meeting on November 18, 2025, at which the applicant was also in attendance. There was discussion about possible impacts on school buses. The applicant clarified that the use creates little to no smoke and showed a video of the proposed operations in another jurisdiction. There was no opposition to the proposed code amendment.

FINDINGS AND CONCLUSIONS:

- The proposed amendment would allow for above-ground air curtain incinerators as an ancillary use to a materials recovery facility, subject to supplemental regulations.
- The restrictions for the operation of an above-ground air curtain incinerator within the proposed text amendment, in addition to current regulations such as Industrial Performance Standards, provide mitigation measures to minimize impact to surrounding properties.
- The proposed amendment does not conflict with F.S. Chapter 2025-190.
- The proposed amendment does not conflict with the Property Rights Element of the Comprehensive Plan.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:

The ordinance will be reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2026-5

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 OF THE CODE OF ORDINANCES TO AUTHORIZE THE USE OF AN ABOVE-GROUND AIR CURTAIN INCINERATOR AS AN ANCILLARY USE TO A MATERIALS RECOVERY FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended by adding subsection (19), to read as follows:

Sec. 122-1225. Materials Recovery Facility Criteria.

(19) A materials recovery facility may include as an ancillary use the operation of an above-ground air curtain incinerator for the combustion of yard trimmings and vegetative debris delivered from off-site sources, subject to the following conditions. For purposes of this subsection, “above-ground air curtain incinerator” means a portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.

- a. Permitted material shall be limited to untreated wood and vegetative material including brush, grass clippings, pruned shrub and tree debris, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or land clearing. The above-ground air curtain incinerator shall not be used to burn any biological waste, hazardous waste, asbestos-containing materials, mercury-containing devices, pharmaceuticals, tires, rubber material, residual oil, used oil, asphalt, roofing material, tar, treated wood, plastics, garbage, trash or other material prohibited to be open burned as set forth in Florida Administrative Code. Only kerosene, diesel fuel, drip-torch fuel (as used to ignite prescribed fires), untreated wood, virgin oil, natural gas, or liquefied petroleum gas shall be used to start the fire in the above-ground air curtain incinerator. The use of used oil, chemicals, gasoline, or tires to start the fire is prohibited.
- b. The above-ground air curtain incinerator shall be operated in compliance with all applicable federal, state, and local laws, including but not limited to Florida Department of Environmental Protection (FDEP) regulations, the Florida Administrative Code and the Florida Fire Code.
- c. The above-ground air curtain incinerator shall only be operated a minimum of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park and 100 feet from all other property lines. Greater setbacks may be required

by the city based on site conditions or public health concerns.

- d. A site plan is required for the operation of an above-ground air curtain incinerator. The location and associated vegetative debris storage areas must be clearly identified on the site plan. The site plan may designate an operations area envelope within which the above-ground air curtain incinerator and material storage areas may be relocated from time to time, provided that all applicable setback requirements in subsection (c) are continuously met. All incinerator related activity shall be confined to the approved operations area envelope.
- e. Above-ground air curtain incinerator operation shall be limited to Monday through Friday, commencing no earlier than 8:00 a.m. and ceasing no later than one (1) hour before local sunset. Operation is prohibited on weekends and City-recognized holidays, except that upon request the City Manager may authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
- f. An operations plan shall be submitted for approval along with the required site plan. The plan shall, at a minimum, address procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation. Once approved by the city, a copy of the approved operations plan shall be maintained on-site at all times, and all operations shall be conducted in accordance with the plan.
- g. Residue or ash may remain within the above-ground air curtain incinerator burn chamber between operating periods, including to support hot starts consistent with manufacturer recommendations, and such in-chamber retention is not considered on-site storage. Accumulated ash shall be removed at intervals specified in the approved operations plan and sufficient to maintain safe, efficient operation and available capacity and shall be contained in closed containers or fully covered containment until transported to a lawful off-site beneficial-use outlet or permitted disposal facility. Ground stockpiles are prohibited.
- h. Unprocessed vegetative debris shall not remain on-site longer than fourteen (14) days prior to processing or burning, unless otherwise authorized by the City as part of the site plan or by subsequent written approval. In the event of a burn ban, air quality advisory, declared emergency, or other governmental order that temporarily prohibits processing or burning, the operator may maintain debris on-site for the duration of such order, provided the debris is managed to minimize fire risk, stormwater impacts, and nuisance conditions.
- i. Unprocessed vegetative debris piles shall not exceed twenty-five (25) feet in height, measured from adjacent finished grade at the perimeter to the highest point of the main body of the pile. Incidental protrusions (e.g., isolated branches) extending above this height do not constitute a violation, provided they do not materially increase the effective pile height or volume. The City may authorize greater heights as part of the approved site plan or by subsequent written authorization.
- j. The city approved operations plan shall be adhered to at all times. If determined by the building official that the use and operation of the ancillary use is not consistent with the approved site plan and operations plan, the building official shall immediately revoke approvals associated with the ancillary use.
- k. Suspension, revocation, or expiration of any required federal, state, or local permit or site plan approval shall result in the immediate cessation of operations unless and until new permits and/or a new or revised site plan has been approved.

Section 2. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST: CITY OF OCALA

_____ Angel B. By: _____ Ire
Jacobs City Clerk J. Bethea Sr. President, Ocala City Council

Approved / Denied by me as Mayor of the City of Ocala, Florida, on _____,
2025.

By: _____ Ben
Marciano Mayor

Approved as to form and legality:
_____ William
Sexton City Attorney

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 OF THE CODE OF ORDINANCES TO AUTHORIZE THE USE OF AN ABOVE-GROUND AIR CURTAIN INCINERATOR AS AN ANCILLARY USE TO A MATERIALS RECOVERY FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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- i. Unprocessed vegetative debris piles shall not exceed twenty-five (25) feet in height, measured from adjacent finished grade at the perimeter to the highest point of the main body of the pile. Incidental protrusions (e.g., isolated branches) extending above this height do not constitute a violation, provided they do not materially increase the effective pile height or volume. The City may authorize greater heights as part of the approved site plan or by subsequent written authorization.
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Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By:

Ire J. Bethea Sr.
President, Ocala City Council

Approved / Denied by me as Mayor of the City of Ocala, Florida, on _____,
2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

William Sexton
City Attorney



THE USE OF AIR CURTAIN DESTRUCTORS FOR FUEL REDUCTION AND DISPOSAL

Susan M. Zahn ♦ Fuels Management Specialist

- [SUMMARY](#)
- [BACKGROUND](#)
- [DESCRIPTION](#)
- [EQUIPMENT](#)
- [OPERATION](#)
- [SDTDC EVALUATION](#)
- [CONCLUSIONS](#)

All emissions evaluations and supporting data was provided by Ron Babbitt and the staff from U.S. Department of Agriculture (USDA) Forest Service, Rocky Mountain Research Station, Fire Sciences Laboratory, Missoula, MT

SUMMARY

The San Dimas Technology and Development Center (SDTDC) evaluated the use of air curtain destructors (ACDs) as an efficient, environmentally friendly, technically feasible alternative in fuel reduction and disposal. SDTDC's industry research found two companies, Air Burners LLC, of Palm City, FL, and McPherson Systems, Inc., of Tifton, GA, that manufacture the self-contained box-styled ACDs. These ACDs are air curtain incineration systems with a refractory-lined firebox. An engine supports the attached fan, which creates an air curtain across the top of the unit. During SDTDC's evaluation, both manufacturers' ACDs efficiently disposed of large quantities of forest vegetation (fuels) at very high temperatures, while releasing very little emission particulate matter. This safer alternative to open burning is viable throughout the year except when fire danger is too high.

BACKGROUND

This tech tip provides the latest information on air curtain destructors for fuel reduction and disposal. This information will be of interest to anyone concerned with fuels management issues.

Because vegetation reduction for wildfire mitigation and forest health is critical to fire and fuels management, researching alternative methods has become a top priority. Prescribed fire and pile burning have been the traditional methods of removing unwanted fuel and vegetation for many years. But weather conditions, air quality rules and regulations, and safety concerns (especially adjacent to wildland-urban-interface areas) have restricted the use of these methods. Although leaving vegetation onsite to decompose naturally is sometimes an alternative, decomposition can take many years and vegetation onsite does not alleviate fire risk. Decomposition can also increase the risk of outbreaks of unwanted insects. Chipping, grinding, and mulching are other alternatives, but their necessary removal and disposal may prove costly.

ACDs have been used throughout the world for several applications:

- In forest fuel management and wildfire mitigation efforts.
- In the construction industry (to reduce debris from land clearing and demolition operations).
- At landfill sites (to maximize costly space by reducing wood waste and similar burnable waste).
- In disaster recovery (for clearing debris from storms or floods).

ACDs can operate safely and year round for vegetation disposal with few operating limitations. These limitations include fire conditions, required clearance from trees (or other fuel hazards), maximum allowable wind conditions, and the proper use of heavy equipment (figure 1).



Figure 1—ACD in full operation (no visible smoke).

DESCRIPTION

The main operating principle of the ACD is blowing high-velocity air (curtain) across and into the upper portion of the combustion chamber (see figure 2). As the high-velocity air blows across the top, a rotational air current develops within the firebox. This powerful curtain of air has two effects: First, the high volume of air causes high oxygenation of the fire. Second, the high-velocity airflow over the combustion chamber entraps particulates (smoke). The high oxygenation helps to raise the burning temperature inside the unit, contributes to a more complete combustion process, and assists in reducing emissions and smoke. In addition, the high temperatures and oxygen-rich environment help combust ♦green, ♦ high-moisture vegetation.

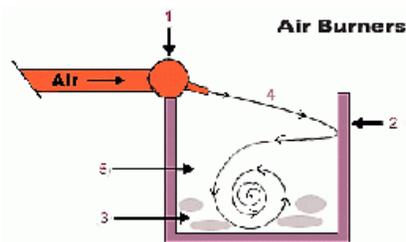


Figure 2—Air burner.

1. Air-curtain burner manifold and nozzles direct high-velocity airflow downward along refractory-lined walls.

2. Self-contained unit allows for fire containment and easy ash cleanup.

3. Vegetation to be burned.

4. Airflow forms an air curtain over the burning vegetation.

5. Continuous airflow overoxygenates the burning vegetation, allowing for higher burning temperatures and a more complete burn.

EQUIPMENT

Air Burners LLC manufactures several ACD models available through the General Services Administration. McPherson Systems, Inc., also offers various models and sizes of burners for permanent or portable use. Both manufacturers offer diesel or electric power with burn rates averaging from 1 to 15 tons per hour. The larger units are more difficult to transport onsite and require special permits for transport over roads. Some systems can be customized (check with manufacturer).



Figure 3—Skid-mounted ACD.

As figure 3 shows, the skid-mounted ACD is a self-contained system with a refractory-walled firebox, diesel engine powerplant, mechanical drive system, blower fan, and fuel tank. Both manufacturers engineered ACDs for transport by a lowboy or similar drop-deck trailer. This ease of transport increases flexibility, because operators can bring the ACD to the project site and avoid transporting vegetation elsewhere for processing. These ACDs are ready for use on arrival with minimal setup time. The refractory-lined firebox allows contained burning. The unit supports the diesel engine, fuel tank, and direct-drive system to operate the fan. An air-nozzle manifold is mounted on the backside of the firebox. The vegetation is loaded over the top of the ACD on the side opposite the manifold.

Both manufacturers created vertical refractory walls to aid combustion by retaining and reflecting the high temperatures that the firebox generates. The manufacturers state that the combustion process reduces the wood waste by about 98 percent, leaving only 2 percent in volume as residual ash. Twin refractory-lined panel doors at the rear of the firebox allow for ash removal. Both units are designed without bottom panels and sit directly above ground.

Because of the skids and durability of the Air Burners LLC unit, users can reposition it onsite or transport it from site to site, depending upon the terrain and distance. During transport the rear door panels can open for dumping ash. Users can empty the McPherson of ash by using a loader with a bucket. After the unit has cooled, the panels are disassembled. With both units, ash may be left in place, disposed of, or mixed with soil onsite or elsewhere.

OPERATION

Air curtain destructors are easy to operate and both units are almost identical. ACD operations follow three stages: startup, full operation, and burndown. For startup, operators partially load the firebox with layers of fine flammable forest vegetation, apply an accelerant (typically drip torch mix) over the layers, and cover it with heavier logs to just under the manifold. Ignition is via a fusee (similar to a road flare). Once the unit reaches its desired burning temperature and the heavier material starts to combust, the fan starts up and its speed gradually increases to full capacity. Although startup produces smoke, it decreases as the fan speed increases and the air curtain process approaches full operation. Depending on vegetation type and moisture content, startup burning takes about 1 hour and is complete when true combustion is observed (figure 4).



Figure 4— Approximately 5 tones of vegetation combusting.

During full operation, operators use mechanized equipment to feed vegetation into the burner at a steady rate. The best results were obtained by using an excavator with a grappler arm. An excavator with a bucket and thumb worked best for cleaning ash from the burner.

The last stage, known as burndown, typically takes about 2 to 3 hours, depending on the type and size of the vegetation. The unit is allowed to burn with no interruption to the air curtain. See figure 5. Once the materials inside burn down to under one half the height of the burner, operators slowly decrease the amount of air. After burndown, hot coals may remain for several days under an insulating blanket of ash. In the right conditions, operators may leave the ash in place to reignite new vegetation added the next day. Use caution when watering to cool the embers, cooler water may inadvertently splash water on the hot panels, possibly causing them to crack.

ACDs are designed to run for about 24 hours before ash removal, but running time depends on the vegetation's type and size. Long burns generally are more efficient (having lower emissions) than shorter burns. Efficiency starts to drop once the ash pile reaches about one-quarter to one-third of the firebox depth. For safe operation, have at least a 100-foot cleared space around the ACD. Barring extremely high winds, large embers are unlikely to escape the firebox and burn beyond the cleared area. Although small embers commonly are released from the burner during operation, they generally completely burn out before they hit the ground.

Safety should always be the number one consideration. Personnel must use all protective equipment, including personal protective clothing, and ensure that all mechanized equipment is clean and running efficiently. Operators should have a water source or fire engine and crew onsite to reduce the risk of possible fire spread. No one should operate an ACD if the fire danger is too high or if people or animals are likely to have unsupervised access around the burner site. Should conditions require shutdown, operators can extinguish the fire by using onsite soil to smother the combustion process in the unit.

SDTDC EVALUATION

SDTDC entered into a partnership with the Wallowa-Whitman National Forest (Region 6), the San Bernardino National Forest (Region 5), and San Bernardino County Solid Waste Management to evaluate two commercially available air curtain units. SDTDC evaluated the Air Burners LLC model 217 in November 2002 on the Burnt Powder Fire Zone, Baker City, OR, and the McPherson Systems model M30 in June 2003 on the San Bernardino National Forest, Mountain Top Ranger District, Lake Arrowhead, CA.

The vegetation used during the evaluation was a combination of Jeffery Pine and Douglas Fir. Each evaluation surveyed combustion rates, ember release (from the units), and emissions. Evaluation results for both units were very positive. Combustion rates were within range of the manufacturers' parameters. Emission evaluation results were favorable for both units. Table 1 shows the emissions of both units compared to broadcast and pile burning.



Figure 5— Photo shows results when the airflow is broken; a log smolders above the air curtain.

Table 1— Average emission factors for different management tools (pounds per ton).

	CO ₂	CO	CH ₄	NMHC	PM 2.5	CE (%)
Broadcast burning—Ponderosa Pine	3,286	179.8	6.6	5.4	36.0	90
Pile burning—Ponderosa Pine	3,268	178.5	13.9	9.9	25.5	89
LLC Air Curtain	3,616	26.3	1.4	1.1	1.1	99
McPherson Air Curtain	3,613	30	1.1	0.6	1.4	99

Explanation of Data

CO₂ = emission factor for carbon dioxide.

CO = carbon monoxide.

CH₄ = methane based gases, such as propane and butane.

NMHC = nonmethane gases, such as benzene.

CE = combustion efficiency.

PM 2.5 = particulate matter expressed in pounds per ton. U.S. Environmental Protection Agency regulates particulate matter 2.5 and below.

CONCLUSIONS

ACDs offer a useful alternative to current fuel reduction and disposal methods.

ACDs:

- Produce lower smoke emissions compared to pile or broadcast burning.
- Burn a greater variety, amount, and size of materials from dead to green vegetation.
- Reduce fire risk and outbreak of insect problems.
- Operate with fewer restrictions in weather and burn conditions.
- Contain burn area to a specific site.

INFORMATION

For further information regarding ACDs manufactured by Air Burners LLC, contact:

Brian O'Connor
Air Burners LLC
4390 Cargo Way
Palm City, FL 34990
Phone: 888-566-3900 or 772-220-7303
Web site: <http://www.airburners.com>

For further information regarding ACDs manufactured by McPherson Systems, Inc., contact:

McPherson Systems, Inc.
Don McPherson
Hwy. 82W
100 Springhill Church Rd.
Tifton, GA 31794
Phone: 229-386-2367
Web site: <http://www.mcphersys.com>

Additional information regarding the air curtain burner may be found on the San Dimas Technology and Development Center Intranet Web site at: <http://fswweb.sdtcd.wo.fs.fed.us/>. The SDTDC staff thanks Sally Haase, Research Forester, USDA Forest Service, Pacific Southwest Research Station, Forest Fire Laboratory, Riverside, CA, and Keith Windell, Mechanical Engineer, USDA Forest Service, Missoula Technology and Development Center, Missoula, MT, for reviewing this document.

ABOUT THE AUTHOR...

Susan Zahn has almost 20 years of employment with the USDA Forest Service on each of the southern California forests. Sue has worked in areas of fire suppression, prevention, fire rehabilitation, fuels, wilderness and trails management, and as a volunteer coordinator. Sue started working at SDTDC in 2002 as the fuels management specialist. Sue has been assigned to a Wildland Interagency Incident Management Team for 10 years. She also serves on many regional and interregional training cadres. She is a graduate of the University of La Verne, with a bachelor of science degree in public administration.



For Additional Information Contact:
Project Leader, Fire Management
San Dimas Technology & Development Center
444 East Bonita Avenue, San Dimas CA 91773-3198
Phone 909-599-1267; TDD: 909-599-2357; FAX: 909-592-2309
E-mail: mailroom_wo_sdtcd@fs.fed.us

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Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0546

Agenda Item #: 9d.

Submitted By: Emily Johnson

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Ordinance 2026-6 to rezone approximately 3.57 acres for a portion of property located at 2336 NW Seventh Street (Parcel 22682-000-00) from M-1, Light Industrial, to M-2, Medium Industrial (Case ZON25-0014) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

- Applicant: Mickey Truck Bodies, Inc
- Property Owner: Marilyn O. Laye, Trustee, Marilyn O Laye Revocable Living Trust
- Agent: Fred N. Roberts, Jr., Esq., Klein & Klein PLLC

Key Points:

The petitioner is requesting rezoning of a 3.57-acre property from M-1 (Light Industrial) to M-2 (Medium Industrial). The applicant owns the adjoining M-2 zoned property to the west (Parcels 2268-003-015 and 2268-003-016) and is in the process of acquiring the subject property from the current owner. The applicant intends to utilize the site for additional outdoor storage to support their existing repair garage.

The subject property is developed with four non-conforming single-family residences. GIS aerial imagery indicates that a portion of the subject property has been used for outdoor storage since the early 2000s.

The requested rezoning would become effective upon transfer of the subject property to the applicant.

Zoning and Land Use Details:

For consideration of the rezoning, there are several key factors:

- The four single-family residences are considered non-conforming. If any residence remains vacant for more than one year, the non-conforming status of each residential use would be discontinued.
- The Employment Center Future Land Use (FLU) only permits residential development as part of an approved Planned Development (PD) district.
- The adjacent properties to the south and west are zoned M-2.
- The M-2 zoning district allows for unlimited accessory outdoor storage.
- The M-2 zoning district only permits outdoor manufacturing by special exception.

Planning and Zoning Commission:

Staff presented the proposed rezoning to the Planning and Zoning Commission at the November 10, 2025, meeting. In response to an inquiry from the Chairman, staff clarified that the adjacent property to the east is zoned M-1 (Light Industrial) and that the case map appears to show a light green color due to the underlying base map layer. There were no further questions or discussion among the Commission members. The Planning and Zoning Commission voted five to zero to recommend approval.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the requested Employment Center Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances.
- There are no additional nonconformities created, and there is no expansion to existing non-conformities as a result of the proposed amendment.
- The M-2, Light Industrial, zoning district is compatible with the surrounding area. Adjacent properties to the south and west have existing M-2 zoning.
- The requested rezoning would become effective upon transfer of the subject property to the applicant.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.
- The proposed zoning amendment is consistent with the comprehensive plan and land development regulations.

Staff recommend approval.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-6

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM M-1, LIGHT INDUSTRIAL, TO M-2, MEDIUM INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED AT 2306 NW 7TH STREET (A PORTION OF PARCEL 22682-000-00), APPROXIMATELY 3.57 ACRES (CASE NO. ZON25-0014); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as M-2, Medium Industrial:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 28 MINUTES 45 SECONDS WEST 661.06 FEET TO THE NORTHEAST CORNER OF THE EAST 1/2 OF THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT MONUMENTED BY A NAIL AND DISK IN ASPHALT (ID#4883); THENCE SOUTH 00 DEGREES 25' 10" EAST 189.92 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 25' 10" EAST, 472.00 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13; THENCE NORTH 89 DEGREES 26 MINUTES 06 SECONDS, 330.66 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 AS MONUMENTED BY A 5/8" REBAR WITH CAP (ID #7872); THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, 471.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS EAST, 330.53 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED CONTAINS 3.57 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida, directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein, as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida, hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles that are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from M-1, Light Industrial, to M-2, Medium Industrial, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon:

- (1) The approval of a lot reconfiguration and conveyance of the property described in Section 1 to Mickey Truck Bodies, Inc. with the combination of such property to the adjacent parcel identified under Marion County Parcel Identification Number 2268-003-015 also owned by Mickey Truck Bodies, Inc. If this item 1 is not satisfied within six (6) months from the date of adoption hereof, the ordinance shall automatically be deemed null and void without further action required by the City Council of the City of Ocala, Florida; and
- (2) Approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____

Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

CASE MAP

Case Number: ZON25-0014

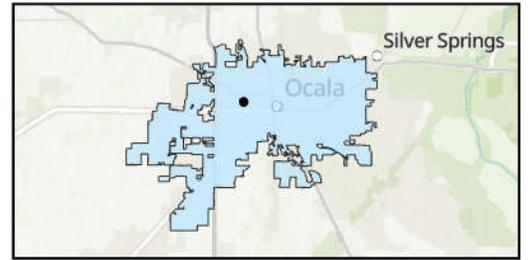
Parcel: A portion of 22682-000-00

Property Size: Approximately 3.58 Acres

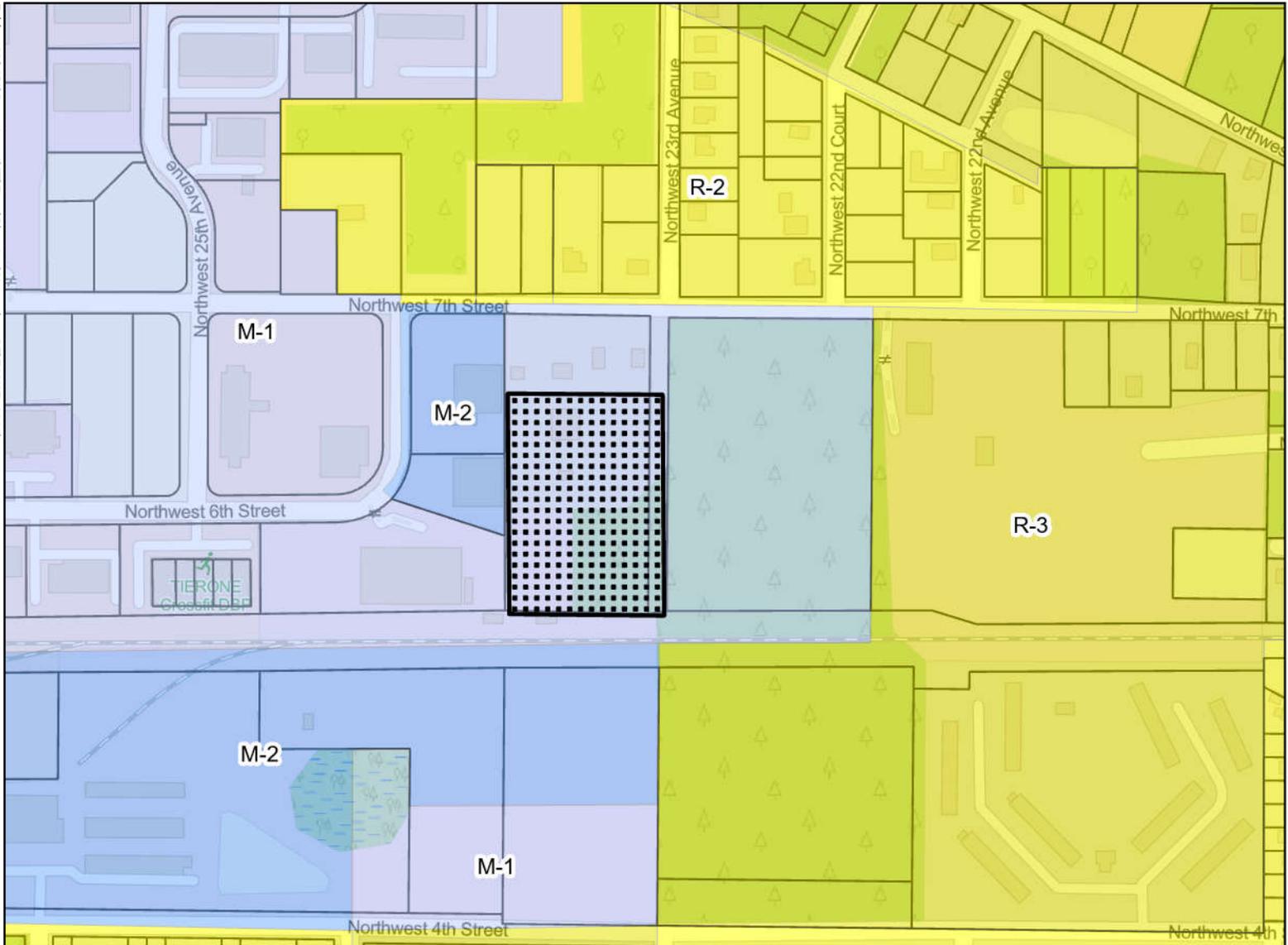
Land Use Designation: Employment Center

Zoning: M1, Light Industrial

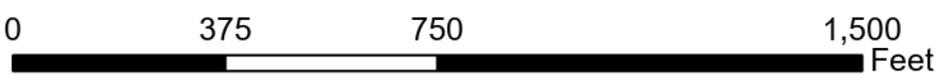
Proposal: A request to rezone from M1, light industrial to M2, Medium Industrial



Folder: M:\GIS\Department\IT\Plan\Planning\November_PZ\ZON25_0014\1



- B-4:General Business
- M-1:Light Industrial
- M-2:Medium Industrial
- R-2:Two-Family Residential
- R-3:Multi-Family Residential
- Parcels
- Subject Property



AERIAL MAP

Case Number: ZON25-0014

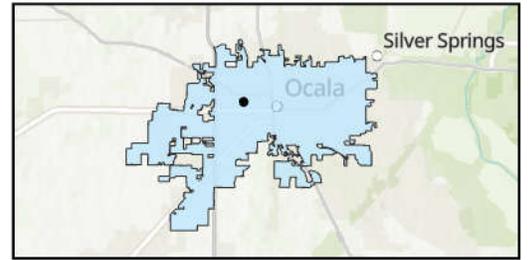
Parcel: A portion of 22682-000-00

Property Size: Approximately 3.58 Acres

Land Use Designation: Employment Center

Zoning: M1, Light Industrial

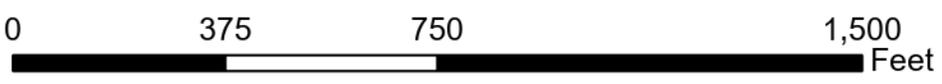
Proposal: A request to rezone from M1, light industrial to M2, Medium Industrial



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-  Subject Property
-  Parcels





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2025-2161

Agenda Item #: 10a.

Submitted By: Eric Giannino

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:

One-year renewal of the Construction Services Agreement with Miller Pipeline, LLC, for Water Resources Improvement Program Projects in an amount not to exceed \$2,000,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On January 11, 2023, the City Council approved the Water Resources Department's construction service and maintenance task order contract with Miller Pipeline, LLC (Contract No. CIP/220762) for an initial two-year term with two optional one-year renewals. The initial two-year term expired on January 8, 2025. The first one-year renewal will expire on January 8, 2026.

The Water Resources Department is now seeking approval for the second and final one-year renewal under CIP/220762 with Miller Pipeline, LLC. Contract No. CIP/220762 is used by Water Resources to repair and construct water and sewer infrastructure. Miller Pipeline completed 41 water and sewer projects totaling \$8,100,000 in the first three years of the contract term.

FINDINGS AND CONCLUSIONS:

Miller Pipeline's unit prices will increase by 3 percent over their Fiscal Year 2024-25 prices in accordance with the terms of the contract. Also, a policy exception has been approved for local directional bore vendors to increase material prices (directional bore pricing increased by 10-28 percent based on pipe size). During the past three years, Miller Pipeline has done an outstanding job on the various types of water resources projects and emergencies we have directed them to complete. City staff recommends approval of the second and final one-year renewal under CIP/220762, in an amount not to exceed \$2,000,000, for Fiscal Year 2025-26.

FISCAL IMPACT:

Funding is available for Fiscal Year 2025-26 in accounts 616-030-207-536-53-46010 in the amount of

\$1,000,000 and 308-030-207-536-53-46010 in the amount of \$1,000,000.

PROCUREMENT REVIEW:

These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FOURTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS

THIS FOURTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

WHEREAS, on January 11, 2023, City and Contractor entered into a Services Agreement related to the City's Water Resources Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/220762, for a term of two years from January 9, 2023, through January 8, 2025; and

WHEREAS, on May 17, 2023, City and Contractor entered into a First Amendment to Services Agreement for Water Resources Improvement Program Projects (the "First Amendment"), increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, on August 9, 2024, City and Contractor entered into a Second Amendment to Services Agreement for Water Resources Improvement Program Projects (the "Second Amendment"), to increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term; and

WHEREAS, on January 15, 2025, City and Contractor entered into a Third Amendment to Services Agreement for Water Resources Improvement Program Projects (the "Third Amendment"), to renew the Original Agreement for the first of two available (2) one-year renewals and to modify the pricing schedule by 3%; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for its final one-year renewal term and to increase the pricing schedule by 3% as set forth in **Amended Exhibit B – Price Proposal** for the Renewal Term.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B – AMENDED PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Amended Exhibit B – Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **JANUARY 9, 2026**, and terminating **JANUARY 8, 2027**.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWO MILLION AND NO/100 DOLLARS (\$2,000,000)** (the "Contract Sum") over the Renewal Term as full and complete

compensation for the timely and satisfactory provision of services in accordance with the pricing schedule detailed in **Amended Exhibit B – Price Proposal**.

6. **NOTICES.** All notices, certifications or communications required by this Fourth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Miller Pipeline, LLC
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone: 352-236-3355
E-mail: charles.bell@millerpipeline.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

AMENDED EXHIBIT B - PRICE PROPOSAL		CONTRACT# CIP/220762		
 MILLER PIPELINE, LLC				
WATER RESOURCES IMPROVEMENT PROGRAM				
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
GENERAL CONSTRUCTION (012200-3)				
G-03	PROJECT SIGN	EA	\$875.50	\$901.77
G-04-1	EMERGENCY CALL OUT (24 HOURS A DAY)	HR	\$1,091.80	\$1,124.55
G-04-2	LABOR AND EQUIPMENT	HR	\$865.20	\$891.16
G-05	MAINTENANCE OF TRAFFIC	DAY	\$705.55	\$726.72
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$2.83	\$2.91
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$5.15	\$5.30
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	\$180.25	\$185.66
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$5.15	\$5.30
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$9.27	\$9.55
G-11	EXCAVATION	CY	\$6.18	\$6.37
G-12	IMPORTED BACKFILL MATERIAL	CY	\$27.81	\$28.64
G-15	GRADING	SY	\$3.71	\$3.82
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$37.08	\$38.19
G-19	LIMEROCK BASE 12"	SY	\$20.60	\$21.22
G-20	# 57 STONE	CY	\$97.85	\$100.79
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	\$12.36	\$12.73
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	\$100.94	\$103.97
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	\$3.86	\$3.98
G-23	CONCRETE FILL	CY	\$290.46	\$299.17
G-24	ASPHALT COATINGS	GAL	\$31.67	\$32.62
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$9.27	\$9.55
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$9.27	\$9.55
G-31	ASPHALT MILLING AND REPLACEMENT	CY	\$12.36	\$12.73
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$262.65	\$270.53
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$262.65	\$270.53
G-33	ROADWAY GUARDRAIL	LF	\$133.90	\$137.92
G-34-1	OBJECT MARKER, TYPE 1	EA	\$217.33	\$223.85
G-34-2	OBJECT MARKER, TYPE 2	EA	\$120.51	\$124.13
G-34-3	OBJECT MARKER, TYPE 3	EA	\$233.81	\$240.82
G-34-4	OBJECT MARKER, TYPE 4	EA	\$217.33	\$223.85
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$117.42	\$120.94
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$113.30	\$116.70
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBLTY MEDIAN	EA	\$257.50	\$265.23
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$131.84	\$135.80
G-36	RUMBLE STRIPS	PS	\$324.45	\$334.18
G-37	GROUNDING ELECTRODE	FT	\$80.34	\$82.75
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	\$67.98	\$70.02
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$247.20	\$254.62
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$247.20	\$254.62
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$8,652.00	\$8,911.56
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$12,360.00	\$12,730.80
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$24,720.00	\$25,461.60
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$8,034.00	\$8,275.02
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$15,450.00	\$15,913.50
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$6,798.00	\$7,001.94
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$2,472.00	\$2,546.16
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$3,708.00	\$3,819.24
G-52	CONSTRUCTION SURVEY	HR	\$185.40	\$190.96
G-53	ASBUILT DRAWINGS	HR	\$113.30	\$116.70
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	\$1,050.60	\$1,082.12
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	\$86.52	\$89.12
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	\$90.64	\$93.36
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	\$52.53	\$54.11
G-55	6" BOLLARDS	EA	\$921.85	\$949.51
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	\$49.44	\$50.92
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	\$53.56	\$55.17

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
G-58-1	CONCRETE 3000 PSI	CY	\$290.46	\$299.17
G-58-2	CONCRETE 4000 PSI	CY	\$303.85	\$312.97
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	\$122.57	\$126.25
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	\$122.57	\$126.25
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	\$3,708.00	\$3,819.24
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$494.40	\$509.23
G-66	RIP RAP	CY	\$174.07	\$179.29
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	\$92.70	\$95.48
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	\$28.84	\$29.71
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	\$43.26	\$44.56
G-79	SEED & MULCH	SY	\$1.55	\$1.60
G-80-1	SOD-ST. AUGUSTINE	SY	\$7.21	\$7.43
G-80-2	SOD-BAHIA	SY	\$4.38	\$4.51
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	\$1,545.00	\$1,591.35
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	\$1,236.00	\$1,273.08
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	\$1,854.00	\$1,909.62
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	\$370.80	\$381.92
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	\$92.70	\$95.48
G-91	REFLECTIVE PAVEMENT MARKERS	EA	\$6.44	\$6.63
G-92	STANDARD WHEEL STOPS	EA	\$95.79	\$98.66
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	\$0.26	\$0.27
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	\$1.03	\$1.06
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	\$2.06	\$2.12
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$0.52	\$0.54
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.31	\$0.32
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$0.52	\$0.54
G-94-1	THERMO, WHITE, SOLID, 6"	LF	\$0.93	\$0.96
G-94-2	THERMO, WHITE, SOLID, 12"	LF	\$2.88	\$2.97
G-94-3	THERMO, WHITE, SOLID, 24"	LF	\$6.95	\$7.16
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$1.24	\$1.28
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.93	\$0.96
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$1.85	\$1.91
G-95	THERMO PAVEMENT MARKINGS	EA	\$80.34	\$82.75
G-96	PAINTED PAVEMENT MARKINGS	EA	\$48.41	\$49.86
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	\$103.00	\$106.09
G-98	MISCELLANEOUS UTILIY LOCATES / EXPORATORY EXCAVATION	HR	\$324.45	\$334.18
WATER CONSTRUCTION (012200-35)				
W-01-1	2" PVC WATER MAIN	LF	\$19.57	\$20.16
W-01-2	4" PVC WATER MAIN	LF	\$25.75	\$26.52
W-01-3	6" PVC WATER MAIN	LF	\$33.99	\$35.01
W-01-4	8" PVC WATER MAIN	LF	\$46.35	\$47.74
W-01-5	10" PVC WATER MAIN	LF	\$65.92	\$67.90
W-01-6	12" PVC WATER MAIN	LF	\$87.55	\$90.18
W-01-7	14" PVC WATER MAIN	LF	\$120.51	\$124.13
W-01-8	16" PVC WATER MAIN	LF	\$150.38	\$154.89
W-01-9	18" PVC WATER MAIN	LF	\$182.31	\$187.78
W-01-10	20" PVC WATER MAIN	LF	\$226.60	\$233.40
W-01-11	24" PVC WATER MAIN	LF	\$309.00	\$318.27
W-01-12	4" DIP WATER MAIN	LF	\$66.95	\$68.96
W-01-13	6" DIP WATER MAIN	LF	\$51.50	\$53.05
W-01-14	8" DIP WATER MAIN	LF	\$62.83	\$64.71
W-01-15	10" DIP WATER MAIN	LF	\$77.25	\$79.57
W-01-16	12" DIP WATER MAIN	LF	\$96.82	\$99.72
W-01-17	14" DIP WATER MAIN	LF	\$111.24	\$114.58
W-01-18	16" DIP WATER MAIN	LF	\$134.93	\$138.98
W-01-19	18" DIP WATER MAIN	LF	\$153.47	\$158.07
W-01-20	20" DIP WATER MAIN	LF	\$185.40	\$190.96
W-01-21	24" DIP WATER MAIN	LF	\$218.36	\$224.91
W-01-22	30" DIP WATER MAIN	LF	\$408.91	\$421.18
W-02-1	BACKFLOW PREVENTER 1"	EA	\$1,066.05	\$1,098.03
W-02-2	BACKFLOW PREVENTER 2"	EA	\$2,142.40	\$2,206.67
W-03-1	2" PVC FITTINGS	EA	\$29.87	\$30.77
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	\$381.10	\$392.53
W-03-3	DIP MJ FITTINGS 4"	EA	\$365.65	\$376.62
W-03-4	DIP MJ FITTINGS 6"	EA	\$520.12	\$535.72
W-03-5	DIP MJ FITTINGS 8"	EA	\$654.05	\$673.67
W-03-6	DIP MJ FITTINGS 10"	EA	\$906.40	\$933.59

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-03-7	DIP MJ FITTINGS 12"	EA	\$1,081.50	\$1,113.95
W-03-8	DIP MJ FITTINGS 14"	EA	\$1,642.85	\$1,692.14
W-03-9	DIP MJ FITTINGS 16"	EA	\$2,188.75	\$2,254.41
W-03-10	DIP MJ FITTINGS 18"	EA	\$2,781.00	\$2,864.43
W-03-11	DIP MJ FITTINGS 20"	EA	\$3,769.80	\$3,882.89
W-03-12	DIP MJ FITTINGS 24"	EA	\$5,901.90	\$6,078.96
W-03-13	DIP MJ FITTINGS 30"	EA	\$9,980.70	\$10,280.12
W-03-14	DIP MJ CROSS 4"	EA	\$710.70	\$732.02
W-03-15	DIP MJ CROSS 6"	EA	\$916.70	\$944.20
W-03-16	DIP MJ CROSS 8"	EA	\$1,076.35	\$1,108.64
W-03-17	DIP MJ CROSS 10"	EA	\$1,581.05	\$1,628.48
W-03-18	DIP MJ CROSS 12"	EA	\$2,080.60	\$2,143.02
W-03-19	DIP MJ CROSS 14"	EA	\$3,332.05	\$3,432.01
W-03-20	DIP MJ CROSS 16"	EA	\$4,830.70	\$4,975.62
W-03-21	DIP MJ CROSS 18"	EA	\$5,974.00	\$6,153.22
W-03-22	DIP MJ CROSS 20"	EA	\$8,605.65	\$8,863.82
W-03-23	DIP MJ CROSS 24"	EA	\$10,686.25	\$11,006.84
W-03-24	DIP MJ CROSS 30"	EA	\$19,703.90	\$20,295.02
W-04-1	4" PIPE JOINT RESTRAINT	EA	\$97.85	\$100.79
W-04-2	6" PIPE JOINT RESTRAINT	EA	\$123.60	\$127.31
W-04-3	8" PIPE JOINT RESTRAINT	EA	\$180.25	\$185.66
W-04-4	10" PIPE JOINT RESTRAINT	EA	\$278.10	\$286.44
W-04-5	12" PIPE JOINT RESTRAINT	EA	\$309.00	\$318.27
W-04-6	14" PIPE JOINT RESTRAINT	EA	\$628.30	\$647.15
W-04-7	16" PIPE JOINT RESTRAINT	EA	\$679.80	\$700.19
W-04-8	18" PIPE JOINT RESTRAINT	EA	\$834.30	\$859.33
W-04-9	20" PIPE JOINT RESTRAINT	EA	\$1,241.15	\$1,278.38
W-04-10	24" PIPE JOINT RESTRAINT	EA	\$1,972.45	\$2,031.62
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,050.60	\$1,082.12
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,405.95	\$1,448.13
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,709.80	\$1,761.09
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	\$2,338.10	\$2,408.24
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	\$3,007.60	\$3,097.83
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	\$5,165.45	\$5,320.41
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	\$6,329.35	\$6,519.23
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	\$11,319.70	\$11,659.29
W-05-9	4" INSERT - A - VALVE	EA	\$7,869.20	\$8,105.28
W-05-10	6" INSERT - A - VALVE	EA	\$9,115.50	\$9,388.97
W-05-11	8" INSERT - A - VALVE	EA	\$10,423.60	\$10,736.31
W-05-12	10" INSERT - A - VALVE	EA	\$15,614.80	\$16,083.24
W-05-13	12" INSERT - A - VALVE	EA	\$19,425.80	\$20,008.57
W-05-14	14" INSERT - A - VALVE	EA	\$36,348.70	\$37,439.16
W-05-15	16" INSERT - A - VALVE	EA	\$38,831.00	\$39,995.93
W-08-1	2" LINE STOP	EA	\$1,596.50	\$1,644.40
W-08-2	4" LINE STOP	EA	\$6,581.70	\$6,779.15
W-08-3	6" LINE STOP	EA	\$6,695.00	\$6,895.85
W-08-4	8" LINE STOP	EA	\$7,900.10	\$8,137.10
W-08-5	10" LINE STOP	EA	\$10,320.60	\$10,630.22
W-08-6	12" LINE STOP	EA	\$11,566.90	\$11,913.91
W-08-7	14" LINE STOP	EA	\$16,160.70	\$16,645.52
W-08-8	16" LINE STOP	EA	\$18,776.90	\$19,340.21
W-08-9	18" LINE STOP	EA	\$20,692.70	\$21,313.48
W-08-10	20" LINE STOP	EA	\$22,958.70	\$23,647.46
W-08-11	24" LINE STOP	EA	\$29,293.20	\$30,172.00
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	\$6,159.40	\$6,344.18
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	\$6,118.20	\$6,301.75
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	\$6,344.80	\$6,535.14
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	\$6,653.80	\$6,853.41
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	\$7,570.50	\$7,797.62
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	\$6,622.90	\$6,821.59
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	\$6,746.50	\$6,948.90
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	\$7,004.00	\$7,214.12
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	\$7,158.50	\$7,373.26
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	\$8,260.60	\$8,508.42
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	\$4,779.20	\$4,922.58
W-11-1	REMOVE FIRE HYDRANTS	EA	\$978.50	\$1,007.86
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	\$1,709.80	\$1,761.09

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	\$1,153.60	\$1,188.21
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	\$1,153.60	\$1,188.21
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	\$1,524.40	\$1,570.13
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	\$1,730.40	\$1,782.31
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	\$726.15	\$747.93
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	\$1,390.50	\$1,432.22
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	\$1,024.85	\$1,055.60
W-14-4	1" DOUBLE WATER SERVICE – LONG	EA	\$1,699.50	\$1,750.49
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	\$3,007.60	\$3,097.83
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	\$3,841.90	\$3,957.16
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	\$4,109.70	\$4,232.99
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	\$4,974.90	\$5,124.15
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	\$875.50	\$901.77
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	\$1,936.40	\$1,994.49
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	\$1,297.80	\$1,336.73
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	\$2,266.00	\$2,333.98
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	\$3,399.00	\$3,500.97
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	\$4,542.30	\$4,678.57
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	\$4,562.90	\$4,699.79
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	\$5,737.10	\$5,909.21
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	\$1,328.70	\$1,368.56
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$1,339.00	\$1,379.17
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$1,349.30	\$1,389.78
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$1,369.90	\$1,411.00
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$1,545.00	\$1,591.35
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$1,596.50	\$1,644.40
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$1,617.10	\$1,665.61
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$1,730.40	\$1,782.31
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$1,751.00	\$1,803.53
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$1,854.00	\$1,909.62
W-16-11	4" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,471.10	\$3,575.23
W-16-12	4" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,481.40	\$3,585.84
W-16-13	4" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$3,563.80	\$3,670.71
W-16-14	4" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$3,512.30	\$3,617.67
W-16-15	4" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,223.00	\$4,349.69
W-16-16	4" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,573.20	\$4,710.40
W-16-17	4" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$4,665.90	\$4,805.88
W-16-18	4" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,005.80	\$5,155.97
W-16-19	4" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,160.30	\$5,315.11
W-16-20	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$4,037.60	\$4,158.73
W-16-21	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,089.10	\$4,211.77
W-16-22	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,130.30	\$4,254.21
W-16-23	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,243.60	\$4,370.91
W-16-24	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,830.70	\$4,975.62
W-16-25	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,139.70	\$5,293.89
W-16-26	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,222.10	\$5,378.76
W-16-27	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,572.30	\$5,739.47
W-16-28	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,726.80	\$5,898.60
W-16-29	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,501.10	\$4,636.13
W-16-30	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,511.40	\$4,646.74
W-16-31	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,593.80	\$4,731.61
W-16-32	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$5,479.60	\$5,643.99
W-16-33	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,613.50	\$5,781.91
W-16-34	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,726.80	\$5,898.60
W-16-35	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$6,190.30	\$6,376.01
W-16-36	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$6,170.00	\$6,355.10
W-16-37	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$9,002.20	\$9,272.27
W-16-38	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$9,908.60	\$10,205.86
W-16-39	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$10,052.80	\$10,354.38
W-16-40	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$10,186.70	\$10,492.30
W-16-41	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$10,712.00	\$11,033.36
W-16-42	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$10,897.40	\$11,224.32
W-16-43	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$17,788.10	\$18,321.74
W-16-44	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$17,283.40	\$17,801.90
W-16-45	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$18,601.80	\$19,159.85
W-16-46	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	\$18,673.90	\$19,234.12
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	\$1,215.40	\$1,251.86

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	\$1,236.00	\$1,273.08
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	\$1,266.90	\$1,304.91
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	\$1,277.20	\$1,315.52
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	\$1,390.50	\$1,432.22
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	\$1,375.05	\$1,416.30
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	\$1,442.00	\$1,485.26
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	\$1,411.10	\$1,453.43
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$23.04	\$23.73
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$49.07	\$50.54
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$61.68	\$63.53
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$78.96	\$81.33
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$93.36	\$96.16
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$127.31	\$131.13
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$169.74	\$174.83
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$201.57	\$207.62
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$270.53	\$278.65
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	\$25.22	\$25.98
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	\$52.31	\$53.88
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	\$71.29	\$73.43
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	\$97.05	\$99.96
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	\$123.06	\$126.75
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	\$169.74	\$174.83
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	\$286.44	\$295.03
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	\$2,410.20	\$2,482.51
W-20-1	ADJUST EXISTING VALVE BOX	EA	\$556.20	\$572.89
W-20-2	ADJUST EXISTING METER BOX	EA	\$386.25	\$397.84
W-21-1	TEMPORARY JUMPER CONNECTION	EA	\$2,518.35	\$2,593.90
W-22-2	ABANDON WATER SERVICE	EA	\$442.90	\$456.19
W-22-3	ABANDON WATER MAIN	LS	\$2,945.80	\$3,034.17
SANITARY SEWER CONSTRUCTION (012200-42)				
S-01-1	6" PVC, 0' - 6'	LF	\$39.14	\$40.31
S-01-2	6" PVC, 6' - 12'	LF	\$46.35	\$47.74
S-01-3	6" PVC, 12' - 18'	LF	\$81.37	\$83.81
S-01-4	6" PVC, 18 - 24'	LF	\$162.74	\$167.62
S-01-5	8" PVC, 0' - 6'	LF	\$50.47	\$51.98
S-01-6	8" PVC, 6' - 12'	LF	\$56.65	\$58.35
S-01-7	8" PVC, 12' - 18'	LF	\$91.67	\$94.42
S-01-8	8" PVC, 18' - 24'	LF	\$173.04	\$178.23
S-01-9	10" PVC, 0' - 6'	LF	\$60.77	\$62.59
S-01-10	10" PVC, 6' - 12'	LF	\$67.98	\$70.02
S-01-11	10" PVC, 12' - 18'	LF	\$105.06	\$108.21
S-01-12	10" PVC, 18' - 24'	LF	\$190.55	\$196.27
S-01-13	12" PVC, 0' - 6'	LF	\$75.19	\$77.45
S-01-14	12" PVC, 6' - 12'	LF	\$82.40	\$84.87
S-01-15	12" PVC, 12' - 18'	LF	\$121.54	\$125.19
S-01-16	12" PVC, 18' - 24'	LF	\$211.15	\$217.48
S-02-1	SEWER MANHOLE W/EPOXY, 0' - 6'	EA	\$5,035.00	\$5,186.05
S-02-2	SEWER MANHOLE W/EPOXY, 6' - 12'	EA	\$6,678.00	\$6,878.34
S-02-3	SEWER MANHOLE W/EPOXY, 12' - 18'	EA	\$11,198.00	\$11,533.94
S-02-4	SEWER MANHOLE W/EPOXY, 18' - 24'	EA	\$16,395.00	\$16,886.85
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' - 6'	EA	\$9,735.00	\$10,027.05
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' - 12'	EA	\$12,345.00	\$12,715.35
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' - 18'	EA	\$20,368.00	\$20,979.04
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' - 24'	EA	\$26,625.00	\$27,423.75
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' - 6'	EA	\$5,860.00	\$6,035.80
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' - 12'	EA	\$7,503.00	\$7,728.09
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' - 18'	EA	\$12,123.00	\$12,486.69
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' - 24'	EA	\$17,320.00	\$17,839.60
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' - 6'	EA	\$10,585.00	\$10,902.55
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 6' - 12'	EA	\$13,195.00	\$13,590.85
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' - 18'	EA	\$21,318.00	\$21,957.54
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' - 24'	EA	\$27,575.00	\$28,402.25
S-02-17	CONFLICT MANHOLE, 0' - 6'	EA	\$6,710.00	\$6,911.30
S-02-18	CONFLICT MANHOLE, 6' - 12'	EA	\$8,353.00	\$8,603.59
S-02-19	CONFLICT MANHOLE, 12' - 18'	EA	\$13,073.00	\$13,465.19
S-02-20	CONFLICT MANHOLE, 18' - 24'	EA	\$18,270.00	\$18,818.10
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' - 6'	EA	\$5,860.00	\$6,035.80

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' – 12'	EA	\$7,728.00	\$7,959.84
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' – 18'	EA	\$13,073.00	\$13,465.19
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	\$1,004.25	\$1,034.38
S-02-25	CORE & CONNECT TO EXISTING MANHOLE 4" - 12"	EA	\$2,575.00	\$2,652.25
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	\$1,699.50	\$1,750.49
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	\$3,079.70	\$3,172.09
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER, LABOR ONLY	EA	\$834.30	\$859.33
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER, LABOR ONLY	EA	\$834.30	\$859.33
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	\$834.30	\$859.33
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' – 6'	EA	\$2,394.75	\$2,466.59
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' – 12'	EA	\$3,914.00	\$4,031.42
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' – 18'	EA	\$5,871.00	\$6,047.13
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' – 24'	EA	\$7,828.00	\$8,062.84
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$2,703.75	\$2,784.86
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$4,274.50	\$4,402.74
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$6,283.00	\$6,471.49
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,291.50	\$8,540.25
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,193.00	\$3,288.79
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$4,815.25	\$4,959.71
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$6,875.25	\$7,081.51
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,935.25	\$9,203.31
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,759.50	\$3,872.29
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$5,896.75	\$6,073.65
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$7,596.25	\$7,824.14
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$9,733.50	\$10,025.51
S-07	RESURFACE EXISTING MANHOLES	VFT	\$561.35	\$578.19
S-09-1	6" 2-WAY CLEANOUT, 0' – 6'	EA	\$633.45	\$652.45
S-09-2	6" 2-WAY CLEANOUT, 6' – 12'	EA	\$896.10	\$922.98
S-09-3	6" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,349.30	\$1,389.78
S-09-4	8" 2-WAY CLEANOUT, 0' – 6'	EA	\$1,138.15	\$1,172.29
S-09-5	8" 2-WAY CLEANOUT, 6' – 12'	EA	\$1,395.65	\$1,437.52
S-09-6	8" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,848.85	\$1,904.32
S-10-1	8" X 6" PVC WYE & BEND	EA	\$216.30	\$222.79
S-10-2	10" X 6" PVC WYE & BEND	EA	\$386.25	\$397.84
S-10-3	12" X 6" PVC WYE & BEND	EA	\$504.70	\$519.84
S-11	6" PVC SEWER SERVICE	LF	\$39.14	\$40.31
S-12	TELEVISION INSPECTION – SEWER MAIN EXPROATION (OTHER PURPOSES THAN ITEMS B1 - F16)	LF	\$2.58	\$2.66
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	\$1,977.60	\$2,036.93
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	\$2,837.65	\$2,922.78
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	\$4,557.75	\$4,694.48
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	\$2,157.85	\$2,222.59
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	\$3,023.05	\$3,113.74
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	\$4,743.15	\$4,885.44
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	\$9,048.55	\$9,320.01
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	\$2,472.00	\$2,546.16
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	\$3,332.05	\$3,432.01
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	\$5,052.15	\$5,203.71
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	\$9,357.55	\$9,638.28
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	\$3,661.65	\$3,771.50
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	\$5,381.75	\$5,543.20
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	\$7,107.00	\$7,320.21
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	\$10,552.35	\$10,868.92
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	\$8,193.65	\$8,439.46
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	\$8,409.95	\$8,662.25
S-16-3	BYPASS PUMPING, 500 – 750 GPM	DAY	\$15,280.05	\$15,738.45
S-16-4	BYPASS PUMPING, 750 – 1,000 GPM	DAY	\$16,140.10	\$16,624.30
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	\$1,199.95	\$1,235.95
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	\$1,215.40	\$1,251.86
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	\$1,230.85	\$1,267.78
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	\$1,251.45	\$1,288.99
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	\$1,266.90	\$1,304.91
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	\$1,308.10	\$1,347.34
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$23.04	\$23.73

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$49.07	\$50.54
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$61.68	\$63.53
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$78.96	\$81.33
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$93.36	\$96.16
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$127.31	\$131.13
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$196.74	\$202.64
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$201.57	\$207.62
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$270.53	\$278.65
S-19-1	ABANDON SANITARY SEWER MAIN	LS	\$2,708.90	\$2,790.17
S-19-2	ABANDON AND REMOVE SANITARY SEWER MANHOLE	EA	\$1,725.25	\$1,777.01
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	\$2,945.80	\$3,034.17
S-19-4	FORCE MAIN GROUTING	CY	\$310.03	\$319.33
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$504.70	\$519.84
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$540.75	\$556.97
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$643.75	\$663.06
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$746.75	\$769.15
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$860.05	\$885.85
S-22-1	2" PVC FORCE MAIN	LF	\$18.54	\$19.10
S-22-2	4" PVC FORCE MAIN	LF	\$25.75	\$26.52
S-22-3	6" PVC FORCE MAIN	LF	\$33.99	\$35.01
S-22-4	8" PVC FORCE MAIN	LF	\$46.35	\$47.74
S-22-5	10" PVC FORCE MAIN	LF	\$65.92	\$67.90
S-22-6	12" PVC FORCE MAIN	LF	\$87.55	\$90.18
S-22-7	16" PVC FORCE MAIN	LF	\$149.35	\$153.83
S-22-8	18" PVC FORCE MAIN	LF	\$182.31	\$187.78
S-22-9	24" PVC FORCE MAIN	LF	\$309.00	\$318.27
S-22-10	4" DIP FORCE MAIN	LF	\$91.67	\$94.42
S-22-11	6" DIP FORCE MAIN	LF	\$76.22	\$78.51
S-22-12	8" DIP FORCE MAIN	LF	\$93.73	\$96.54
S-22-13	12" DIP FORCE MAIN	LF	\$139.05	\$143.22
S-22-14	16" DIP FORCE MAIN	LF	\$187.46	\$193.08
S-22-15	18" DIP FORCE MAIN	LF	\$217.33	\$223.85
S-22-16	24" DIP FORCE MAIN	LF	\$298.70	\$307.66
S-22-17	30" DIP FORCE MAIN	LF	\$494.40	\$509.23
S-23-1	2" PVC SCH 80 FITTINGS	EA	\$29.87	\$30.77
S-23-2	DIP MJ FITTINGS, 4"	EA	\$602.55	\$620.63
S-23-3	DIP MJ FITTINGS, 6"	EA	\$854.90	\$880.55
S-23-4	DIP MJ FITTINGS, 8"	EA	\$1,112.40	\$1,145.77
S-23-5	DIP MJ FITTINGS, 10"	EA	\$1,586.20	\$1,633.79
S-23-6	DIP MJ FITTINGS, 12"	EA	\$1,884.90	\$1,941.45
S-23-7	DIP MJ FITTINGS, 16"	EA	\$3,388.70	\$3,490.36
S-23-8	DIP MJ FITTINGS, 18"	EA	\$4,815.25	\$4,959.71
S-23-9	DIP MJ FITTINGS, 24"	EA	\$9,342.10	\$9,622.36
S-23-10	DIP MJ FITTINGS, 30"	EA	\$15,825.95	\$16,300.73
S-25-1	4" PLUG VALVE & VALVE BOX	EA	\$1,792.20	\$1,845.97
S-25-2	6" PLUG VALVE & VALVE BOX	EA	\$2,204.20	\$2,270.33
S-25-3	8" PLUG VALVE & VALVE BOX	EA	\$2,940.65	\$3,028.87
S-25-4	10" PLUG VALVE & VALVE BOX	EA	\$3,811.00	\$3,925.33
S-25-5	12" PLUG VALVE & VALVE BOX	EA	\$4,665.90	\$4,805.88
S-25-6	16" PLUG VALVE & VALVE BOX	EA	\$10,222.75	\$10,529.43
S-25-7	18" PLUG VALVE & VALVE BOX	EA	\$12,602.05	\$12,980.11
S-25-8	24" PLUG VALVE & VALVE BOX	EA	\$22,459.15	\$23,132.92
S-25-9	4" FLANGED PLUG VALVE	EA	\$1,096.95	\$1,129.86
S-25-10	6" FLANGED PLUG VALVE	EA	\$1,581.05	\$1,628.48
S-25-11	8" FLANGED PLUG VALVE	EA	\$2,178.45	\$2,243.80
S-25-12	10" FLANGED PLUG VALVE	EA	\$3,496.85	\$3,601.76
S-25-13	12" FLANGED PLUG VALVE	EA	\$4,341.45	\$4,471.69
S-25-14	4" FLANGED CHECK VALVE	EA	\$1,328.70	\$1,368.56
S-25-15	6" FLANGED CHECK VALVE	EA	\$2,070.30	\$2,132.41
S-25-16	8" FLANGED CHECK VALVE	EA	\$3,259.95	\$3,357.75
S-25-17	10" FLANGED CHECK VALVE	EA	\$4,691.65	\$4,832.40
S-25-18	12" FLANGED CHECK VALVE	EA	\$6,633.20	\$6,832.20
S-27-1	AIR RELEASE VALVE ASSEMBLY – INSIDE VAULT BELOW GROUND	EA	\$17,278.25	\$17,796.60
S-27-2	AIR RELEASE VALVE ASSEMBLY – ABOVE GROUND	EA	\$8,008.25	\$8,248.50
S-28	SEWAGE TANKER PUMPING	HR	\$339.90	\$350.10
RECLAIMED WATER CONSTRUCTION (012200-52)				
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	\$18.54	\$19.10

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	\$25.75	\$26.52
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	\$33.99	\$35.01
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	\$46.35	\$47.74
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	\$87.55	\$90.18
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	\$149.35	\$153.83
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	\$182.31	\$187.78
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	\$65.92	\$67.90
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	\$51.50	\$53.05
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	\$62.83	\$64.71
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	\$96.82	\$99.72
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	\$133.90	\$137.92
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	\$152.44	\$157.01
R-03-1	2" PVC SCH 80 FITTINGS	EA	\$28.84	\$29.71
R-03-2	DIP MJ FITTINGS, 4"	EA	\$365.65	\$376.62
R-03-3	DIP MJ FITTINGS, 6"	EA	\$520.15	\$535.75
R-03-4	DIP MJ FITTINGS, 8"	EA	\$654.05	\$673.67
R-03-5	DIP MJ FITTINGS, 10"	EA	\$906.40	\$933.59
R-03-6	DIP MJ FITTINGS, 12"	EA	\$1,081.50	\$1,113.95
R-03-7	DIP MJ FITTINGS, 14"	EA	\$1,642.85	\$1,692.14
R-03-8	DIP MJ FITTINGS, 16"	EA	\$2,188.75	\$2,254.41
R-03-9	DIP MJ FITTINGS, 18"	EA	\$2,781.00	\$2,864.43
R-03-10	DIP MJ CROSS 4"	EA	\$710.70	\$732.02
R-03-11	DIP MJ CROSS 6"	EA	\$916.70	\$944.20
R-03-12	DIP MJ CROSS 8"	EA	\$1,076.35	\$1,108.64
R-03-13	DIP MJ CROSS 10"	EA	\$1,581.05	\$1,628.48
R-03-14	DIP MJ CROSS 12"	EA	\$2,080.60	\$2,143.02
R-03-15	DIP MJ CROSS 14"	EA	\$3,332.05	\$3,432.01
R-03-16	DIP MJ CROSS 16"	EA	\$4,830.70	\$4,975.62
R-03-17	DIP MJ CROSS 18"	EA	\$5,974.00	\$6,153.22
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,050.60	\$1,082.12
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,405.95	\$1,448.13
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,709.80	\$1,761.09
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$2,338.10	\$2,408.24
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$3,337.20	\$3,437.32
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$3,007.60	\$3,097.83
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$5,165.45	\$5,320.41
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$6,329.35	\$6,519.23
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$11,319.70	\$11,659.29
R-14-1	1" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$628.30	\$647.15
R-14-2	1" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$1,066.05	\$1,098.03
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$916.70	\$944.20
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$1,318.40	\$1,357.95
R-14-5	2" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$3,007.60	\$3,097.83
R-14-6	2" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$3,574.10	\$3,681.32
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$4,109.70	\$4,232.99
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$4,707.10	\$4,848.31
R-16-1	2" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,349.30	\$1,389.78
R-16-2	2" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,545.00	\$1,591.35
R-16-3	8" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,501.10	\$4,636.13
R-16-4	8" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,609.25	\$4,747.53
R-16-5	12" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$9,012.50	\$9,282.88
R-16-6	16" TAP ON EXISTING 16" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$17,793.25	\$18,327.05
R-18-1	DIRECTIONAL BORE 2" PVC	LF	\$20.60	\$21.22
R-18-2	DIRECTIONAL BORE 4" PVC	LF	\$39.14	\$40.31
R-18-3	DIRECTIONAL BORE 6" PVC	LF	\$55.62	\$57.29
R-18-4	DIRECTIONAL BORE 8" PVC	LF	\$85.49	\$88.05
R-18-5	DIRECTIONAL BORE 10" PVC	LF	\$119.48	\$123.06
R-18-6	DIRECTIONAL BORE 12" PVC	LF	\$164.80	\$169.74
R-18-7	DIRECTIONAL BORE 16" PVC	LF	\$278.10	\$286.44
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	\$17.51	\$18.04
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	\$35.02	\$36.07
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	\$45.32	\$46.68
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	\$66.95	\$68.96
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	\$90.64	\$93.36
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	\$123.60	\$127.31
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	\$195.70	\$201.57
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	\$2,945.80	\$3,034.17

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES (CONSTRUCTION/MEN WORKING SIGNS & CONES)				
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES				
CHEMICAL GROUTING (EXHIBIT C)				
B1	TEST AND SEAL JOINTS, 8-INCH AND 10-INCH GRAVITY PIPE	EA	\$193.13	\$198.92
B2	TEST AND SEAL JOINTS, 12-INCH AND 15-INCH GRAVITY PIPE	EA	\$193.13	\$198.92
B3	TEST AND SEAL JOINTS, 18-INCH AND 21-INCH GRAVITY PIPE	EA	\$257.50	\$265.23
B4	WORK IN REAR-YARD EASEMENT - (ITEMS B1 THROUGH F16)	EA	\$508.56	\$523.82
B5	CHEMICAL GROUT FOR SEALING SEWER JOINTS	GAL	\$28.33	\$29.18
B6	CHEMICAL ROOT REMOVAL (8-INCH THROUGH 12-INCH)	LF	\$5.15	\$5.30
B7	CHEMICAL ROOT REMOVAL (15-INCH THROUGH 21-INCH)	LF	\$5.82	\$5.99
B8	GROUT/SEAL LATERAL CONNECTION 8 & 10 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$341.19	\$351.43
B9	GROUT/SEAL LATERAL CONNECTION 12 & 15 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$386.25	\$397.84
B10	GROUT/SEAL LATERAL CONNECTION 18 & 24 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$515.00	\$530.45
SECTIONAL AND LATERAL LINERS				
D1	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER	EA	\$4,353.04	\$4,483.63
D2	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$124.37	\$128.10
D3	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$8,439.56	\$8,692.75
D4	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$195.44	\$201.30
D5	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$10,423.60	\$10,736.31
D6	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$254.67	\$262.31
D7	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$648.90	\$668.37
D8	FCLRL - CURED-IN-PLACE LATERAL LINER 6-INCH TO 10-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$5,034.13	\$5,185.15
D9	FCLRL - CURED-IN-PLACE LATERAL LINER 12-INCH TO 15-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$6,751.65	\$6,954.20
D10	FCLRL - CURED-IN-PLACE LATERAL LINER 18-INCH TO 21-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$8,131.59	\$8,375.54
D11	FCLRL - CURED-IN-PLACE LATERAL LINER 24-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$10,488.75	\$10,803.41
D13	FCLRL - CURED-IN-PLACE MH DROP LINER 8-INCH TO 15-INCH MAIN, 8-INCH TO 10-INCH MANHOLE DROP CONNECTION, UP TO 12 LINEAR FEET OF DROP (ALL DEPTHS)	EA	\$4,377.91	\$4,509.25
D14	LATERAL LINER 4 & 6-INCH PIPE, GREATER THAN 15 LINEAR FEET (ALL DEPTHS)	LF	\$112.53	\$115.91
D15	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (INCLUDES 15 FEET OF LATERAL)	EA	\$3,671.95	\$3,782.11
D16	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (PER LINEAR FOOT BEYOND 15 FEET OF LATERAL PIPE)	LF	\$112.53	\$115.91
D17	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 6- 10- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$4,086.53	\$4,209.13
D18	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 12- 21- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$6,781.26	\$6,984.70
D19	10- INCH MAIN WITH 4-INCH TO 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$4,086.53	\$4,209.13
D20	TO 21-INCH MAIN, 4-INCH & 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$6,781.26	\$6,984.70
D21	TRANSITIONAL LINER 6-INCH TO 4-INCH	EA	\$592.25	\$610.02
D22	COATING REMOVAL/SURFACE PREPARATION (ITEMS D17 - D20)	EA	\$337.58	\$347.71
D23	SEWER LATERAL TV INSPECTION FROM MAIN WITH PAN & TILT CAMERA (UP TO 30 FEET)	EA	\$420.50	\$433.12
D24	SEWER LATERAL TV INSPECTION FROM MAIN with PAN & TILT CAMERA (BEYOND 30 FEET)	LF	\$9.48	\$9.76
D25	SEWER LATERAL TV INSPECTION FROM CLEANOUT (UP TO 30 FEET)	EA	\$337.58	\$347.71
D26	SEWER LATERAL TV INSPECTION FROM CLEANOUT (BEYOND 30 FEET)	LF	\$9.48	\$9.76
D27	LATERAL PIPE GROUTING TO FACILITATE PROPER LATERAL LINER INSTALLATION	EA	\$2,665.13	\$2,745.08
D28	LATERAL PIPE TESTING (10% OF INSTALLATIONS)	EA	\$533.03	\$549.02
Sub-Total SECTIONAL AND LATERAL LINERS:			\$89,761.23	\$92,454.07

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
CIP MAINLINE PIPE LINING				
E1	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$142.14	\$146.40
E2	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$142.14	\$146.40
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$278.10	\$286.44
E4	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$278.10	\$286.44
E5	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$294.58	\$303.42
E6	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$294.58	\$303.42
E7	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$370.80	\$381.92
E8	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$370.80	\$381.92
FORM AND FORM PIPE LINING				
F1	INSTALL FOLD AND FORM LINER, 8-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$36.05	\$37.13
F2	INSTALL FOLD AND FORM LINER, 10-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$46.35	\$47.74
F3	INSTALL FOLD AND FORM LINER, 12-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$51.50	\$53.05
F4	INSTALL FOLD AND FORM LINER, 15-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$108.15	\$111.39
F5	SEWER MAIN CLEANING AND TV INSPECTION (8-INCH THROUGH 12-INCH)	LF	\$2.42	\$2.49
F6	SEWER MAIN CLEANING AND TV INSPECTION (15-INCH THROUGH 21-INCH)	LF	\$3.19	\$3.29
F7	SEWER MAIN CLEANING AND TV INSPECTION (21-INCH THROUGH 24-INCH)	LF	\$5.77	\$5.94
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$509.85	\$525.15
F9	MECHANICAL ROOT OR GREASE REMOVAL (12-INCH AND SMALLER)	LF	\$4.27	\$4.40
F10	MECHANICAL ROOT OR GREASE REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$8.39	\$8.64
F11	MECHANICAL TUBERCULATION REMOVAL (12-INCH OR SMALLER)	LF	\$23.18	\$23.88
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$32.19	\$33.16
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	\$341.19	\$351.43
F14	BYPASS PUMPING (6-INCH AND 10-INCH SEWER)	DAY	\$1,931.25	\$1,989.19
F15	BYPASS PUMPING (12-INCH AND 15-INCH SEWER)	DAY	\$10,943.75	\$11,272.06
F16	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	DAY	\$18,668.75	\$19,228.81



AN ARTERA COMPANY

4260 NE 35th Street, Ocala, FL 34479

Office: (352) 236-3355

Fax: (352) 236-0038

Project No:

FL-XXX

ATTN: Eric Giannino
 City of Ocala Engineering & Water Resources Department
 1805 NE 30th Avenue, Building 700
 Ocala, Florida 34470

August 6, 2025

EMAIL: egiannino@ocalafl.gov

RE: CITY ANNUAL CONTRACT PRICING

WE PROPOSE THE FOLLOWING:

ITEM NO	DESCRIPTION	QUANTITY	UNITS	CONTRACT PRICE	PRICE INCREASE	NEW PRICE
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WATER

W-18-1	2" Directional Bore - HDPE	1	LF	18.04	5.00	23.04
W-18-2	4" Directional Bore - HDPE	1	LF	36.07	13.00	49.07
W-18-3	6" Directional Bore - HDPE	1	LF	46.68	15.00	61.68
W-18-4	8" Directional Bore - HDPE	1	LF	68.96	10.00	78.96
W-18-5	10" Directional Bore - HDPE	1	LF	93.36	0.00	93.36
W-18-6	12" Directional Bore - HDPE	1	LF	127.31	0.00	127.31
W-18-7	14" Directional Bore - HDPE	1	LF	169.74	0.00	169.74
W-18-8	16" Directional Bore - HDPE	1	LF	201.57	0.00	201.57
W-18-9	18" Directional Bore - HDPE	1	LF	270.53	0.00	270.53
W-18-10	2" Directional Bore - PVC	1	LF	21.22	4.00	25.22
W-18-11	4" Directional Bore - PVC	1	LF	40.31	12.00	52.31
W-18-12	6" Directional Bore - PVC	1	LF	57.29	14.00	71.29
W-18-13	8" Directional Bore - PVC	1	LF	88.05	9.00	97.05
W-18-14	10" Directional Bore - PVC	1	LF	123.06	0.00	123.06
W-18-15	12" Directional Bore - PVC	1	LF	169.74	0.00	169.74
W-18-16	16" Directional Bore - PVC	1	LF	286.44	0.00	286.44

SEWER

S-18-1	2" Directional Bore - HDPE	1	LF	18.04	5.00	23.04
S-18-2	4" Directional Bore - HDPE	1	LF	36.07	13.00	49.07
S-18-3	6" Directional Bore - HDPE	1	LF	46.68	15.00	61.68
S-18-4	8" Directional Bore - HDPE	1	LF	68.96	10.00	78.96
S-18-5	10" Directional Bore - HDPE	1	LF	93.36	0.00	93.36
S-18-6	12" Directional Bore - HDPE	1	LF	127.31	0.00	127.31
S-18-7	14" Directional Bore - HDPE	1	LF	169.74	0.00	169.74
S-18-8	16" Directional Bore - HDPE	1	LF	201.57	0.00	201.57
S-18-9	18" Directional Bore - HDPE	1	LF	270.53	0.00	270.53

Sincerely,

Charles D. Bell, P.E.
 Engineering Manager

Signature

Date

Name Printed



THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS

THIS THIRD AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

WHEREAS, on January 11, 2023, City and Contractor entered into a Services Agreement related to the City's Water Resources Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/220762, for a term of two years from January 9, 2023, through January 8, 2025; and

WHEREAS, on May 17, 2023, City and Contractor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment"), increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, on August 9, 2024, City and Contractor entered into a Second Amendment to Services Agreement for Water Resources Improvement Projects (the "Second Amendment"), to increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two available one-year renewal terms, with a 3% increase to the pricing schedule as outlined in **Exhibit B – Amended Price Proposal** for the Renewal Term.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Exhibit B – Amended Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **JANUARY 9, 2025**, and ending **JANUARY 8, 2026**. This Agreement may be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWO MILLION AND NO/100 DOLLARS (\$2,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.



6. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

- If to Contractor: Miller Pipeline, LLC.
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone: 352-236-3355
E-mail: charles.bell@millerpipeline.com
- If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov
- Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

- 8. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 9. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Third Amendment for all purposes.
- 10. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Third Amendment on
1/15/2025

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

Signed by:
Kristen Dreyer
Kristen Dreyer
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC.

Signed by:
William E. Sexton, Esq.
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Charles Bell

By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title)

Exhibit B - AMENDED PRICE PROPOSAL		CONTRACT# CIP/220762		
 Miller Pipeline, LLC				
WATER RESOURCES IMPROVEMENT PROGRAM				
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
GENERAL CONSTRUCTION (012200-3)				
G-03	PROJECT SIGN	EA	\$850.00	\$875.50
G-04-1	EMERGENCY CALL OUT (24 HOURS A DAY)	HR	\$1,060.00	\$1,091.80
G-04-2	LABOR AND EQUIPMENT	HR	\$840.00	\$865.20
G-05	MAINTENANCE OF TRAFFIC	DAY	\$685.00	\$705.55
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$2.75	\$2.83
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$5.00	\$5.15
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	\$175.00	\$180.25
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$5.00	\$5.15
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$9.00	\$9.27
G-11	EXCAVATION	CY	\$6.00	\$6.18
G-12	IMPORTED BACKFILL MATERIAL	CY	\$27.00	\$27.81
G-15	GRADING	SY	\$3.60	\$3.71
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$36.00	\$37.08
G-19	LIMEROCK BASE 12"	SY	\$20.00	\$20.60
G-20	# 57 STONE	CY	\$95.00	\$97.85
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	\$12.00	\$12.36
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	\$98.00	\$100.94
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	\$3.75	\$3.86
G-23	CONCRETE FILL	CY	\$282.00	\$290.46
G-24	ASPHALT COATINGS	GAL	\$30.75	\$31.67
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$9.00	\$9.27
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$9.00	\$9.27
G-31	ASPHALT MILLING AND REPLACEMENT	CY	\$12.00	\$12.36
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$255.00	\$262.65
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$255.00	\$262.65
G-33	ROADWAY GUARDRAIL	LF	\$130.00	\$133.90
G-34-1	OBJECT MARKER, TYPE 1	EA	\$211.00	\$217.33
G-34-2	OBJECT MARKER, TYPE 2	EA	\$117.00	\$120.51
G-34-3	OBJECT MARKER, TYPE 3	EA	\$227.00	\$233.81

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
G-34-4	OBJECT MARKER, TYPE 4	EA	\$211.00	\$217.33
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$114.00	\$117.42
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$110.00	\$113.30
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	\$250.00	\$257.50
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$128.00	\$131.84
G-36	RUMBLE STRIPS	PS	\$315.00	\$324.45
G-37	GROUNDING ELECTRODE	FT	\$78.00	\$80.34
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	\$66.00	\$67.98
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$240.00	\$247.20
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$240.00	\$247.20
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$8,400.00	\$8,652.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$12,000.00	\$12,360.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$24,000.00	\$24,720.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$7,800.00	\$8,034.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$15,000.00	\$15,450.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$6,600.00	\$6,798.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$2,400.00	\$2,472.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$3,600.00	\$3,708.00
G-52	CONSTRUCTION SURVEY	HR	\$180.00	\$185.40
G-53	ASBUILT DRAWINGS	HR	\$110.00	\$113.30
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	\$1,020.00	\$1,050.60
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	\$84.00	\$86.52
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	\$88.00	\$90.64
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	\$51.00	\$52.53
G-55	6" BOLLARDS	EA	\$895.00	\$921.85
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	\$48.00	\$49.44
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	\$52.00	\$53.56
G-58-1	CONCRETE 3000 PSI	CY	\$282.00	\$290.46
G-58-2	CONCRETE 4000 PSI	CY	\$295.00	\$303.85
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	\$119.00	\$122.57
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	\$119.00	\$122.57
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	\$3,600.00	\$3,708.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$480.00	\$494.40

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
G-66	RIP RAP	CY	\$169.00	\$174.07
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	\$90.00	\$92.70
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	\$28.00	\$28.84
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	\$42.00	\$43.26
G-79	SEED & MULCH	SY	\$1.50	\$1.55
G-80-1	SOD-ST. AUGUSTINE	SY	\$7.00	\$7.21
G-80-2	SOD-BAHIA	SY	\$4.25	\$4.38
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	\$1,500.00	\$1,545.00
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	\$1,200.00	\$1,236.00
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	\$1,800.00	\$1,854.00
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	\$360.00	\$370.80
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	\$90.00	\$92.70
G-91	REFLECTIVE PAVEMENT MARKERS	EA	\$6.25	\$6.44
G-92	STANDARD WHEEL STOPS	EA	\$93.00	\$95.79
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	\$0.25	\$0.26
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	\$1.00	\$1.03
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	\$2.00	\$2.06
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$0.50	\$0.52
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.30	\$0.31
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$0.50	\$0.52
G-94-1	THERMO, WHITE, SOLID, 6"	LF	\$0.90	\$0.93
G-94-2	THERMO, WHITE, SOLID, 12"	LF	\$2.80	\$2.88
G-94-3	THERMO, WHITE, SOLID, 24"	LF	\$6.75	\$6.95
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$1.20	\$1.24
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.90	\$0.93
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$1.80	\$1.85
G-95	THERMO PAVEMENT MARKINGS	EA	\$78.00	\$80.34
G-96	PAINTED PAVEMENT MARKINGS	EA	\$47.00	\$48.41
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	\$100.00	\$103.00
G-98	MISCELLANEOUS UTILIY LOCATES / EXPORATORY EXCAVATION	HR	\$315.00	\$324.45
WATER CONSTRUCTION (012200-35)				
W-01-1	2" PVC WATER MAIN	LF	\$19.00	\$19.57
W-01-2	4" PVC WATER MAIN	LF	\$25.00	\$25.75

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-01-3	6" PVC WATER MAIN	LF	\$33.00	\$33.99
W-01-4	8" PVC WATER MAIN	LF	\$45.00	\$46.35
W-01-5	10" PVC WATER MAIN	LF	\$64.00	\$65.92
W-01-6	12" PVC WATER MAIN	LF	\$85.00	\$87.55
W-01-7	14" PVC WATER MAIN	LF	\$117.00	\$120.51
W-01-8	16" PVC WATER MAIN	LF	\$146.00	\$150.38
W-01-9	18" PVC WATER MAIN	LF	\$177.00	\$182.31
W-01-10	20" PVC WATER MAIN	LF	\$220.00	\$226.60
W-01-11	24" PVC WATER MAIN	LF	\$300.00	\$309.00
W-01-12	4" DIP WATER MAIN	LF	\$65.00	\$66.95
W-01-13	6" DIP WATER MAIN	LF	\$50.00	\$51.50
W-01-14	8" DIP WATER MAIN	LF	\$61.00	\$62.83
W-01-15	10" DIP WATER MAIN	LF	\$75.00	\$77.25
W-01-16	12" DIP WATER MAIN	LF	\$94.00	\$96.82
W-01-17	14" DIP WATER MAIN	LF	\$108.00	\$111.24
W-01-18	16" DIP WATER MAIN	LF	\$131.00	\$134.93
W-01-19	18" DIP WATER MAIN	LF	\$149.00	\$153.47
W-01-20	20" DIP WATER MAIN	LF	\$180.00	\$185.40
W-01-21	24" DIP WATER MAIN	LF	\$212.00	\$218.36
W-01-22	30" DIP WATER MAIN	LF	\$397.00	\$408.91
W-02-1	BACKFLOW PREVENTER 1"	EA	\$1,035.00	\$1,066.05
W-02-2	BACKFLOW PREVENTER 2"	EA	\$2,080.00	\$2,142.40
W-03-1	2" PVC FITTINGS	EA	\$29.00	\$29.87
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	\$370.00	\$381.10
W-03-3	DIP MJ FITTINGS 4"	EA	\$355.00	\$365.65
W-03-4	DIP MJ FITTINGS 6"	EA	\$505.00	\$520.15
W-03-5	DIP MJ FITTINGS 8"	EA	\$635.00	\$654.05
W-03-6	DIP MJ FITTINGS 10"	EA	\$880.00	\$906.40
W-03-7	DIP MJ FITTINGS 12"	EA	\$1,050.00	\$1,081.50
W-03-8	DIP MJ FITTINGS 14"	EA	\$1,595.00	\$1,642.85
W-03-9	DIP MJ FITTINGS 16"	EA	\$2,125.00	\$2,188.75
W-03-10	DIP MJ FITTINGS 18"	EA	\$2,700.00	\$2,781.00
W-03-11	DIP MJ FITTINGS 20"	EA	\$3,660.00	\$3,769.80

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-03-12	DIP MJ FITTINGS 24"	EA	\$5,730.00	\$5,901.90
W-03-13	DIP MJ FITTINGS 30"	EA	\$9,690.00	\$9,980.70
W-03-14	DIP MJ CROSS 4"	EA	\$690.00	\$710.70
W-03-15	DIP MJ CROSS 6"	EA	\$890.00	\$916.70
W-03-16	DIP MJ CROSS 8"	EA	\$1,045.00	\$1,076.35
W-03-17	DIP MJ CROSS 10"	EA	\$1,535.00	\$1,581.05
W-03-18	DIP MJ CROSS 12"	EA	\$2,020.00	\$2,080.60
W-03-19	DIP MJ CROSS 14"	EA	\$3,235.00	\$3,332.05
W-03-20	DIP MJ CROSS 16"	EA	\$4,690.00	\$4,830.70
W-03-21	DIP MJ CROSS 18"	EA	\$5,800.00	\$5,974.00
W-03-22	DIP MJ CROSS 20"	EA	\$8,355.00	\$8,605.65
W-03-23	DIP MJ CROSS 24"	EA	\$10,375.00	\$10,686.25
W-03-24	DIP MJ CROSS 30"	EA	\$19,130.00	\$19,703.90
W-04-1	4" PIPE JOINT RESTRAINT	EA	\$95.00	\$97.85
W-04-2	6" PIPE JOINT RESTRAINT	EA	\$120.00	\$123.60
W-04-3	8" PIPE JOINT RESTRAINT	EA	\$175.00	\$180.25
W-04-4	10" PIPE JOINT RESTRAINT	EA	\$270.00	\$278.10
W-04-5	12" PIPE JOINT RESTRAINT	EA	\$300.00	\$309.00
W-04-6	14" PIPE JOINT RESTRAINT	EA	\$610.00	\$628.30
W-04-7	16" PIPE JOINT RESTRAINT	EA	\$660.00	\$679.80
W-04-8	18" PIPE JOINT RESTRAINT	EA	\$810.00	\$834.30
W-04-9	20" PIPE JOINT RESTRAINT	EA	\$1,205.00	\$1,241.15
W-04-10	24" PIPE JOINT RESTRAINT	EA	\$1,915.00	\$1,972.45
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,020.00	\$1,050.60
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,365.00	\$1,405.95
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,660.00	\$1,709.80
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	\$2,270.00	\$2,338.10
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	\$2,920.00	\$3,007.60
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	\$5,015.00	\$5,165.45
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	\$6,145.00	\$6,329.35
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	\$10,990.00	\$11,319.70
W-05-9	4" INSERT - A - VALVE	EA	\$7,640.00	\$7,869.20
W-05-10	6" INSERT - A - VALVE	EA	\$8,850.00	\$9,115.50

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-05-11	8" INSERT - A - VALVE	EA	\$10,120.00	\$10,423.60
W-05-12	10" INSERT - A - VALVE	EA	\$15,160.00	\$15,614.80
W-05-13	12" INSERT - A - VALVE	EA	\$18,860.00	\$19,425.80
W-05-14	14" INSERT - A - VALVE	EA	\$35,290.00	\$36,348.70
W-05-15	16" INSERT - A - VALVE	EA	\$37,700.00	\$38,831.00
W-08-1	2" LINE STOP	EA	\$1,550.00	\$1,596.50
W-08-2	4" LINE STOP	EA	\$6,390.00	\$6,581.70
W-08-3	6" LINE STOP	EA	\$6,500.00	\$6,695.00
W-08-4	8" LINE STOP	EA	\$7,670.00	\$7,900.10
W-08-5	10" LINE STOP	EA	\$10,020.00	\$10,320.60
W-08-6	12" LINE STOP	EA	\$11,230.00	\$11,566.90
W-08-7	14" LINE STOP	EA	\$15,690.00	\$16,160.70
W-08-8	16" LINE STOP	EA	\$18,230.00	\$18,776.90
W-08-9	18" LINE STOP	EA	\$20,090.00	\$20,692.70
W-08-10	20" LINE STOP	EA	\$22,290.00	\$22,958.70
W-08-11	24" LINE STOP	EA	\$28,440.00	\$29,293.20
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	\$5,980.00	\$6,159.40
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	\$5,940.00	\$6,118.20
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	\$6,160.00	\$6,344.80
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	\$6,460.00	\$6,653.80
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	\$7,350.00	\$7,570.50
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	\$6,430.00	\$6,622.90
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	\$6,550.00	\$6,746.50
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	\$6,800.00	\$7,004.00
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	\$6,950.00	\$7,158.50
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	\$8,020.00	\$8,260.60
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	\$4,640.00	\$4,779.20
W-11-1	REMOVE FIRE HYDRANTS	EA	\$950.00	\$978.50
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	\$1,660.00	\$1,709.80
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	\$1,120.00	\$1,153.60
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	\$1,120.00	\$1,153.60
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	\$1,480.00	\$1,524.40
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	\$1,680.00	\$1,730.40

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	\$705.00	\$726.15
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	\$1,350.00	\$1,390.50
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	\$995.00	\$1,024.85
W-14-4	1" DOUBLE WATER SERVICE LONG	EA	\$1,650.00	\$1,699.50
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	\$2,920.00	\$3,007.60
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	\$3,730.00	\$3,841.90
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	\$3,990.00	\$4,109.70
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	\$4,830.00	\$4,974.90
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	\$850.00	\$875.50
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	\$1,880.00	\$1,936.40
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	\$1,260.00	\$1,297.80
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	\$2,200.00	\$2,266.00
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	\$3,300.00	\$3,399.00
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	\$4,410.00	\$4,542.30
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	\$4,430.00	\$4,562.90
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	\$5,570.00	\$5,737.10
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	\$1,290.00	\$1,328.70
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$1,300.00	\$1,339.00
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$1,310.00	\$1,349.30
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$1,330.00	\$1,369.90
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$1,500.00	\$1,545.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$1,550.00	\$1,596.50
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$1,570.00	\$1,617.10
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$1,680.00	\$1,730.40
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$1,700.00	\$1,751.00
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$1,800.00	\$1,854.00
W-16-11	4" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,370.00	\$3,471.10
W-16-12	4" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,380.00	\$3,481.40
W-16-13	4" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$3,460.00	\$3,563.80
W-16-14	4" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$3,410.00	\$3,512.30
W-16-15	4" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,100.00	\$4,223.00
W-16-16	4" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,440.00	\$4,573.20
W-16-17	4" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$4,530.00	\$4,665.90

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-16-18	4" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$4,860.00	\$5,005.80
W-16-19	4" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,010.00	\$5,160.30
W-16-20	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,920.00	\$4,037.60
W-16-21	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,970.00	\$4,089.10
W-16-22	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,010.00	\$4,130.30
W-16-23	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,120.00	\$4,243.60
W-16-24	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,690.00	\$4,830.70
W-16-25	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,990.00	\$5,139.70
W-16-26	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,070.00	\$5,222.10
W-16-27	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,410.00	\$5,572.30
W-16-28	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00	\$5,726.80
W-16-29	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,370.00	\$4,501.10
W-16-30	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,380.00	\$4,511.40
W-16-31	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,460.00	\$4,593.80
W-16-32	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$5,320.00	\$5,479.60
W-16-33	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,450.00	\$5,613.50
W-16-34	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00	\$5,726.80
W-16-35	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$6,010.00	\$6,190.30
W-16-36	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$6,170.00	\$6,355.10
W-16-37	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$8,740.00	\$9,002.20
W-16-38	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$9,620.00	\$9,908.60
W-16-39	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$9,760.00	\$10,052.80
W-16-40	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$9,890.00	\$10,186.70
W-16-41	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$10,400.00	\$10,712.00
W-16-42	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$10,580.00	\$10,897.40
W-16-43	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$17,270.00	\$17,788.10
W-16-44	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$16,780.00	\$17,283.40
W-16-45	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$18,060.00	\$18,601.80
W-16-46	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	\$18,130.00	\$18,673.90
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	\$1,180.00	\$1,215.40
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	\$1,200.00	\$1,236.00
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	\$1,230.00	\$1,266.90
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	\$1,240.00	\$1,277.20

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	\$1,350.00	\$1,390.50
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	\$1,335.00	\$1,375.05
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	\$1,400.00	\$1,442.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	\$1,370.00	\$1,411.10
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00	\$17.51
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00	\$35.02
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00	\$45.32
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00	\$66.95
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00	\$90.64
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00	\$123.60
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00	\$164.80
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00	\$195.70
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00	\$262.65
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	\$20.00	\$20.60
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	\$38.00	\$39.14
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	\$54.00	\$55.62
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	\$83.00	\$85.49
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	\$116.00	\$119.48
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	\$160.00	\$164.80
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	\$270.00	\$278.10
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	\$2,340.00	\$2,410.20
W-20-1	ADJUST EXISTING VALVE BOX	EA	\$540.00	\$556.20
W-20-2	ADJUST EXISTING METER BOX	EA	\$375.00	\$386.25
W-21-1	TEMPORARY JUMPER CONNECTION	EA	\$2,445.00	\$2,518.35
W-22-2	ABANDON WATER SERVICE	EA	\$430.00	\$442.90
W-22-3	ABANDON WATER MAIN	LS	\$2,860.00	\$2,945.80
SANITARY SEWER CONSTRUCTION (012200-42)				
S-01-1	6" PVC, 0' - 6'	LF	\$38.00	\$39.14
S-01-2	6" PVC, 6' - 12'	LF	\$45.00	\$46.35
S-01-3	6" PVC, 12' - 18'	LF	\$79.00	\$81.37
S-01-4	6" PVC, 18 - 24'	LF	\$158.00	\$162.74
S-01-5	8" PVC, 0' - 6'	LF	\$49.00	\$50.47
S-01-6	8" PVC, 6' - 12'	LF	\$55.00	\$56.65
S-01-7	8" PVC, 12' - 18'	LF	\$89.00	\$91.67

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-01-8	8" PVC, 18' - 24'	LF	\$168.00	\$173.04
S-01-9	10" PVC, 0' - 6'	LF	\$59.00	\$60.77
S-01-10	10" PVC, 6' - 12'	LF	\$66.00	\$67.98
S-01-11	10" PVC, 12' - 18'	LF	\$102.00	\$105.06
S-01-12	10" PVC, 18' - 24'	LF	\$185.00	\$190.55
S-01-13	12" PVC, 0' - 6'	LF	\$73.00	\$75.19
S-01-14	12" PVC, 6' - 12'	LF	\$80.00	\$82.40
S-01-15	12" PVC, 12' - 18'	LF	\$118.00	\$121.54
S-01-16	12" PVC, 18' - 24'	LF	\$205.00	\$211.15
S-02-1	SEWER MANHOLE W/EPOXY, 0' - 6'	EA	\$3,975.00	\$5,035.00
S-02-2	SEWER MANHOLE W/EPOXY, 6' - 12'	EA	\$5,300.00	\$6,678.00
S-02-3	SEWER MANHOLE W/EPOXY, 12' - 18'	EA	\$9,025.00	\$11,198.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' - 24'	EA	\$14,275.00	\$16,395.00
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' - 6'	EA	\$8,675.00	\$9,735.00
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' - 12'	EA	\$10,225.00	\$12,345.00
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' - 18'	EA	\$16,075.00	\$20,368.00
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' - 24'	EA	\$21,325.00	\$26,625.00
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' - 6'	EA	\$4,800.00	\$5,860.00
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' - 12'	EA	\$6,125.00	\$7,503.00
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' - 18'	EA	\$9,950.00	\$12,123.00
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' - 24'	EA	\$15,200.00	\$17,320.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' - 6'	EA	\$9,525.00	\$10,585.00
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER , 6' - 12'	EA	\$11,075.00	\$13,195.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' - 18'	EA	\$17,025.00	\$21,318.00
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' - 24'	EA	\$22,275.00	\$27,575.00
S-02-17	CONFLICT MANHOLE, 0' - 6'	EA	\$5,650.00	\$6,710.00
S-02-18	CONFLICT MANHOLE, 6' - 12'	EA	\$6,975.00	\$8,353.00
S-02-19	CONFLICT MANHOLE, 12' - 18'	EA	\$10,900.00	\$13,073.00
S-02-20	CONFLICT MANHOLE, 18' - 24'	EA	\$16,150.00	\$18,270.00
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' - 6'	EA	\$4,800.00	\$5,860.00
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' - 12'	EA	\$6,350.00	\$7,728.00
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' - 18'	EA	\$10,900.00	\$13,073.00
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	\$975.00	\$1,004.25

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-02-25	CORE & CONNECT TO EXISTING MANHOLE 4" - 12"	EA	\$2,500.00	\$2,575.00
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	\$1,650.00	\$1,699.50
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	\$2,990.00	\$3,079.70
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER,	EA	\$810.00	\$834.30
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER,	EA	\$810.00	\$834.30
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	\$810.00	\$834.30
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' - 6'	EA	\$2,325.00	\$2,394.75
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' - 12'	EA	\$3,800.00	\$3,914.00
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' - 18'	EA	\$5,700.00	\$5,871.00
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' - 24'	EA	\$7,600.00	\$7,828.00
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$2,625.00	\$2,703.75
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,150.00	\$4,274.50
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,100.00	\$6,283.00
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$8,050.00	\$8,291.50
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$3,100.00	\$3,193.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,675.00	\$4,815.25
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,675.00	\$6,875.25
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$8,675.00	\$8,935.25
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$3,650.00	\$3,759.50
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$5,725.00	\$5,896.75
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$7,375.00	\$7,596.25
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$9,450.00	\$9,733.50
S-07	RESURFACE EXISTING MANHOLES	VFT	\$545.00	\$561.35
S-09-1	6" 2-WAY CLEANOUT, 0' - 6'	EA	\$615.00	\$633.45
S-09-2	6" 2-WAY CLEANOUT, 6' - 12'	EA	\$870.00	\$896.10
S-09-3	6" 2-WAY CLEANOUT, 12' - 18'	EA	\$1,310.00	\$1,349.30
S-09-4	8" 2-WAY CLEANOUT, 0' - 6'	EA	\$1,105.00	\$1,138.15
S-09-5	8" 2-WAY CLEANOUT, 6' - 12'	EA	\$1,355.00	\$1,395.65
S-09-6	8" 2-WAY CLEANOUT, 12' - 18'	EA	\$1,795.00	\$1,848.85
S-10-1	8" X 6" PVC WYE & BEND	EA	\$210.00	\$216.30
S-10-2	10" X 6" PVC WYE & BEND	EA	\$375.00	\$386.25
S-10-3	12" X 6" PVC WYE & BEND	EA	\$490.00	\$504.70
S-11	6" PVC SEWER SERVICE	LF	\$38.00	\$39.14

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-12	TELEVISION INSPECTION – SEWER MAIN EXPORATION (OTHER PURPOSES THAN ITEMS B1 - F16)	LF	\$2.50	\$2.58
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	\$1,920.00	\$1,977.60
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	\$2,755.00	\$2,837.65
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	\$4,425.00	\$4,557.75
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	\$2,095.00	\$2,157.85
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	\$2,935.00	\$3,023.05
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	\$4,605.00	\$4,743.15
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	\$8,785.00	\$9,048.55
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	\$2,400.00	\$2,472.00
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	\$3,235.00	\$3,332.05
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	\$4,905.00	\$5,052.15
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	\$9,085.00	\$9,357.55
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	\$3,555.00	\$3,661.65
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	\$5,225.00	\$5,381.75
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	\$6,900.00	\$7,107.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	\$10,245.00	\$10,552.35
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	\$7,955.00	\$8,193.65
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	\$8,165.00	\$8,409.95
S-16-3	BYPASS PUMPING, 500 – 750 GPM	DAY	\$14,835.00	\$15,280.05
S-16-4	BYPASS PUMPING, 750 – 1,000 GPM	DAY	\$15,670.00	\$16,140.10
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	\$1,165.00	\$1,199.95
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	\$1,180.00	\$1,215.40
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	\$1,195.00	\$1,230.85
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	\$1,215.00	\$1,251.45
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	\$1,230.00	\$1,266.90
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	\$1,270.00	\$1,308.10
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00	\$17.51
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00	\$35.02
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00	\$45.32
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00	\$66.95
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00	\$90.64
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00	\$123.60
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00	\$164.80

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00	\$195.70
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00	\$262.65
S-19-1	ABANDON SANITARY SEWER MAIN	LS	\$2,630.00	\$2,708.90
S-19-2	ABANDON AND REMOVE SANITARY SEWER MANHOLE	EA	\$1,675.00	\$1,725.25
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	\$2,860.00	\$2,945.80
S-19-4	FORCE MAIN GROUTING	CY	\$301.00	\$310.03
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$490.00	\$504.70
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$525.00	\$540.75
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$625.00	\$643.75
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$725.00	\$746.75
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$835.00	\$860.05
S-22-1	2" PVC FORCE MAIN	LF	\$18.00	\$18.54
S-22-2	4" PVC FORCE MAIN	LF	\$25.00	\$25.75
S-22-3	6" PVC FORCE MAIN	LF	\$33.00	\$33.99
S-22-4	8" PVC FORCE MAIN	LF	\$45.00	\$46.35
S-22-5	10" PVC FORCE MAIN	LF	\$64.00	\$65.92
S-22-6	12" PVC FORCE MAIN	LF	\$85.00	\$87.55
S-22-7	16" PVC FORCE MAIN	LF	\$145.00	\$149.35
S-22-8	18" PVC FORCE MAIN	LF	\$177.00	\$182.31
S-22-9	24" PVC FORCE MAIN	LF	\$300.00	\$309.00
S-22-10	4" DIP FORCE MAIN	LF	\$89.00	\$91.67
S-22-11	6" DIP FORCE MAIN	LF	\$74.00	\$76.22
S-22-12	8" DIP FORCE MAIN	LF	\$91.00	\$93.73
S-22-13	12" DIP FORCE MAIN	LF	\$135.00	\$139.05
S-22-14	16" DIP FORCE MAIN	LF	\$182.00	\$187.46
S-22-15	18" DIP FORCE MAIN	LF	\$211.00	\$217.33
S-22-16	24" DIP FORCE MAIN	LF	\$290.00	\$298.70
S-22-17	30" DIP FORCE MAIN	LF	\$480.00	\$494.40
S-23-1	2" PVC SCH 80 FITTINGS	EA	\$29.00	\$29.87
S-23-2	DIP MJ FITTINGS, 4"	EA	\$585.00	\$602.55
S-23-3	DIP MJ FITTINGS, 6"	EA	\$830.00	\$854.90
S-23-4	DIP MJ FITTINGS, 8"	EA	\$1,080.00	\$1,112.40
S-23-5	DIP MJ FITTINGS, 10"	EA	\$1,540.00	\$1,586.20

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-23-6	DIP MJ FITTINGS, 12"	EA	\$1,830.00	\$1,884.90
S-23-7	DIP MJ FITTINGS, 16"	EA	\$3,290.00	\$3,388.70
S-23-8	DIP MJ FITTINGS, 18"	EA	\$4,675.00	\$4,815.25
S-23-9	DIP MJ FITTINGS, 24"	EA	\$9,070.00	\$9,342.10
S-23-10	DIP MJ FITTINGS, 30"	EA	\$15,365.00	\$15,825.95
S-25-1	4" PLUG VALVE & VALVE BOX	EA	\$1,740.00	\$1,792.20
S-25-2	6" PLUG VALVE & VALVE BOX	EA	\$2,140.00	\$2,204.20
S-25-3	8" PLUG VALVE & VALVE BOX	EA	\$2,855.00	\$2,940.65
S-25-4	10" PLUG VALVE & VALVE BOX	EA	\$3,700.00	\$3,811.00
S-25-5	12" PLUG VALVE & VALVE BOX	EA	\$4,530.00	\$4,665.90
S-25-6	16" PLUG VALVE & VALVE BOX	EA	\$9,925.00	\$10,222.75
S-25-7	18" PLUG VALVE & VALVE BOX	EA	\$12,235.00	\$12,602.05
S-25-8	24" PLUG VALVE & VALVE BOX	EA	\$21,805.00	\$22,459.15
S-25-9	4" FLANGED PLUG VALVE	EA	\$1,065.00	\$1,096.95
S-25-10	6" FLANGED PLUG VALVE	EA	\$1,535.00	\$1,581.05
S-25-11	8" FLANGED PLUG VALVE	EA	\$2,115.00	\$2,178.45
S-25-12	10" FLANGED PLUG VALVE	EA	\$3,395.00	\$3,496.85
S-25-13	12" FLANGED PLUG VALVE	EA	\$4,215.00	\$4,341.45
S-25-14	4" FLANGED CHECK VALVE	EA	\$1,290.00	\$1,328.70
S-25-15	6" FLANGED CHECK VALVE	EA	\$2,010.00	\$2,070.30
S-25-16	8" FLANGED CHECK VALVE	EA	\$3,165.00	\$3,259.95
S-25-17	10" FLANGED CHECK VALVE	EA	\$4,555.00	\$4,691.65
S-25-18	12" FLANGED CHECK VALVE	EA	\$6,440.00	\$6,633.20
S-27-1	AIR RELEASE VALVE ASSEMBLY – INSIDE VAULT BELOW GROUND	EA	\$16,775.00	\$17,278.25
S-27-2	AIR RELEASE VALVE ASSEMBLY – ABOVE GROUND	EA	\$7,775.00	\$8,008.25
S-27-3	AIR-RELEASE-VALVE-ASSEMBLY – TYPE C	EA	\$0.00	\$0.00
S-28	SEWAGE TANKER PUMPING	HR	\$330.00	\$339.90
RECLAIMED WATER CONSTRUCTION (012200-52)				
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	\$18.00	\$18.54
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	\$25.00	\$25.75
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	\$33.00	\$33.99
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	\$45.00	\$46.35
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	\$85.00	\$87.55

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	\$145.00	\$149.35
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	\$177.00	\$182.31
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	\$64.00	\$65.92
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	\$50.00	\$51.50
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	\$61.00	\$62.83
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	\$94.00	\$96.82
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	\$130.00	\$133.90
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	\$148.00	\$152.44
R-03-1	2" PVC SCH 80 FITTINGS	EA	\$28.00	\$28.84
R-03-2	DIP MJ FITTINGS, 4"	EA	\$355.00	\$365.65
R-03-3	DIP MJ FITTINGS, 6"	EA	\$505.00	\$520.15
R-03-4	DIP MJ FITTINGS, 8"	EA	\$635.00	\$654.05
R-03-5	DIP MJ FITTINGS, 10"	EA	\$880.00	\$906.40
R-03-6	DIP MJ FITTINGS, 12"	EA	\$1,050.00	\$1,081.50
R-03-7	DIP MJ FITTINGS, 14"	EA	\$1,595.00	\$1,642.85
R-03-8	DIP MJ FITTINGS, 16"	EA	\$2,125.00	\$2,188.75
R-03-9	DIP MJ FITTINGS, 18"	EA	\$2,700.00	\$2,781.00
R-03-10	DIP MJ CROSS 4"	EA	\$690.00	\$710.70
R-03-11	DIP MJ CROSS 6"	EA	\$890.00	\$916.70
R-03-12	DIP MJ CROSS 8"	EA	\$1,045.00	\$1,076.35
R-03-13	DIP MJ CROSS 10"	EA	\$1,535.00	\$1,581.05
R-03-14	DIP MJ CROSS 12"	EA	\$2,020.00	\$2,080.60
R-03-15	DIP MJ CROSS 14"	EA	\$3,235.00	\$3,332.05
R-03-16	DIP MJ CROSS 16"	EA	\$4,690.00	\$4,830.70
R-03-17	DIP MJ CROSS 18"	EA	\$5,800.00	\$5,974.00
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,020.00	\$1,050.60
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,365.00	\$1,405.95
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,660.00	\$1,709.80
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$2,270.00	\$2,338.10
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$3,240.00	\$3,337.20
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$2,920.00	\$3,007.60
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$5,015.00	\$5,165.45
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$6,145.00	\$6,329.35

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$10,990.00	\$11,319.70
R-14-1	1" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	\$610.00	\$628.30
R-14-2	1" SINGLE RECLAIMED WATER SERVICE – LONG	EA	\$1,035.00	\$1,066.05
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$890.00	\$916.70
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$1,280.00	\$1,318.40
R-14-5	2" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	\$2,920.00	\$3,007.60
R-14-6	2" SINGLE RECLAIMED WATER SERVICE – LONG	EA	\$3,470.00	\$3,574.10
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$3,990.00	\$4,109.70
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$4,570.00	\$4,707.10
R-16-1	2" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,310.00	\$1,349.30
R-16-2	2" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,500.00	\$1,545.00
R-16-3	8" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,370.00	\$4,501.10
R-16-4	8" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,475.00	\$4,609.25
R-16-5	12" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$8,750.00	\$9,012.50
R-16-6	16" TAP ON EXISTING 16" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$17,275.00	\$17,793.25
R-18-1	DIRECTIONAL BORE 2" PVC	LF	\$20.00	\$20.60
R-18-2	DIRECTIONAL BORE 4" PVC	LF	\$38.00	\$39.14
R-18-3	DIRECTIONAL BORE 6" PVC	LF	\$54.00	\$55.62
R-18-4	DIRECTIONAL BORE 8" PVC	LF	\$83.00	\$85.49
R-18-5	DIRECTIONAL BORE 10" PVC	LF	\$116.00	\$119.48
R-18-6	DIRECTIONAL BORE 12" PVC	LF	\$160.00	\$164.80
R-18-7	DIRECTIONAL BORE 16" PVC	LF	\$270.00	\$278.10
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	\$17.00	\$17.51
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	\$34.00	\$35.02
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	\$44.00	\$45.32
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	\$65.00	\$66.95
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	\$88.00	\$90.64
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	\$120.00	\$123.60
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	\$190.00	\$195.70
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	\$2,860.00	\$2,945.80
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES (CONSTRUCTION/MEN WORKING SIGNS & CONES)				
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES CHEMICAL GROUTING (EXHIBIT C)				
B1	TEST AND SEAL JOINTS, 8-INCH AND 10-INCH GRAVITY PIPE	EA	\$187.50	\$193.13

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
B2	TEST AND SEAL JOINTS, 12-INCH AND 15-INCH GRAVITY PIPE	EA	\$187.50	\$193.13
B3	TEST AND SEAL JOINTS, 18-INCH AND 21-INCH GRAVITY PIPE	EA	\$250.00	\$257.50
B4	WORK IN REAR-YARD EASEMENT - (ITEMS B1 THROUGH F16)	EA	\$493.75	\$508.56
B5	CHEMICAL GROUT FOR SEALING SEWER JOINTS	GAL	\$27.50	\$28.33
B6	CHEMICAL ROOT REMOVAL (8-INCH THROUGH 12-INCH)	LF	\$5.00	\$5.15
B7	CHEMICAL ROOT REMOVAL (15-INCH THROUGH 21-INCH)	LF	\$5.65	\$5.82
B8	GROUT/SEAL LATERAL CONNECTION 8 & 10 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$331.25	\$341.19
B9	GROUT/SEAL LATERAL CONNECTION 12 & 15 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$375.00	\$386.25
B10	GROUT/SEAL LATERAL CONNECTION 18 & 24 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$500.00	\$515.00
SECTIONAL AND LATERAL LINERS				
D1	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER	EA	\$4,226.25	\$4,353.04
D2	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$120.75	\$124.37
D3	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$8,193.75	\$8,439.56
D4	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$189.75	\$195.44
D5	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$10,120.00	\$10,423.60
D6	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (PER LINEAR FOOT BEYONE 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$247.25	\$254.67
D7	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$630.00	\$648.90
D8	FCLRL - CURED-IN-PLACE LATERAL LINER 6-INCH TO 10-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$4,887.50	\$5,034.13
D9	FCLRL - CURED-IN-PLACE LATERAL LINER 12-INCH TO 15-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$6,555.00	\$6,751.65
D10	FCLRL - CURED-IN-PLACE LATERAL LINER 18-INCH TO 21-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$7,894.75	\$8,131.59
D11	FCLRL - CURED-IN-PLACE LATERAL LINER 24-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$10,183.25	\$10,488.75
D13	FCLRL - CURED-IN-PLACE MH DROP LINER 8-INCH TO 15-INCH MAIN, 8-INCH TO 10- INCH MANHOLE DROP CONNECTION, UP TO 12 LINEAR FEET OF DROP (ALL DEPTHS)	EA	\$4,250.40	\$4,377.91
D14	LATERAL LINER 4 & 6-INCH PIPE, GREATER THAN 15 LINEAR FEET (ALL DEPTHS)	LF	\$109.25	\$112.53
D15	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (INCLUDES 15 FEET OF LATERAL)	EA	\$3,565.00	\$3,671.95
D16	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (PER LINEAR FOOT BEYOND 15 FEET OF LATERAL PIPE)	LF	\$109.25	\$112.53
D17	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 6- 10- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$3,967.50	\$4,086.53
D18	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 12- 21- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$6,583.75	\$6,781.26

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
D19	10- INCH MAIN WITH 4-INCH TO 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$3,967.50	\$4,086.53
D20	TO 21-INCH MAIN, 4-INCH & 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$6,583.75	\$6,781.26
D21	TRANSITIONAL LINER 6-INCH TO 4-INCH	EA	\$575.00	\$592.25
D22	COATING REMOVAL/SURFACE PREPARATION (ITEMS D17 - D20)	EA	\$327.75	\$337.58
D23	SEWER LATERAL TV INSPECTION FROM MAIN WITH PAN & TILT CAMERA (UP TO 30 FEET)	EA	\$408.25	\$420.50
D24	SEWER LATERAL TV INSPECTION FROM MAIN with PAN & TILT CAMERA (BEYOND 30 FEET)	LF	\$9.20	\$9.48
D25	SEWER LATERAL TV INSPECTION FROM CLEANOUT (UP TO 30 FEET)	EA	\$327.75	\$337.58
D26	SEWER LATERAL TV INSPECTION FROM CLEANOUT (BEYOND 30 FEET)	LF	\$9.20	\$9.48
D27	LATERAL PIPE GROUTING TO FACILITATE PROPER LATERAL LINER INSTALLATION	EA	\$2,587.50	\$2,665.13
D28	LATERAL PIPE TESTING (10% OF INSTALLATIONS)	EA	\$517.50	\$533.03
CIP MAINLINE PIPE LINING				
E1	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$138.00	\$142.14
E2	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$138.00	\$142.14
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$270.00	\$278.10
E4	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$270.00	\$278.10
E5	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$286.00	\$294.58
E6	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$286.00	\$294.58
E7	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$360.00	\$370.80
E8	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$360.00	\$370.80
FORM AND FORM PIPE LINING				
F1	INSTALL FOLD AND FORM LINER, 8-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$35.00	\$36.05
F2	INSTALL FOLD AND FORM LINER, 10-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$45.00	\$46.35
F3	INSTALL FOLD AND FORM LINER, 12-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$50.00	\$51.50
F4	INSTALL FOLD AND FORM LINER, 15-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$105.00	\$108.15
F5	SEWER MAIN CLEANING AND TV INSPECTION (8-INCH THROUGH 12-INCH)	LF	\$2.35	\$2.42
F6	SEWER MAIN CLEANING AND TV INSPECTION (15-INCH THROUGH 21-INCH)	LF	\$3.10	\$3.19
F7	SEWER MAIN CLEANING AND TV INSPECTION (21-INCH THROUGH 24-INCH)	LF	\$5.60	\$5.77
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$495.00	\$509.85
F9	MECHANICAL ROOT OR GREASE REMOVAL (12-INCH AND SMALLER)	LF	\$4.15	\$4.27
F10	MECHANICAL ROOT OR GREASE REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$8.15	\$8.39
F11	MECHANICAL TUBERCULATION REMOVAL (12-INCH OR SMALLER)	LF	\$22.50	\$23.18

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$31.25	\$32.19
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	\$331.25	\$341.19
F14	BYPASS PUMPING (6-INCH AND 10-INCH SEWER)	DAY	\$1,875.00	\$1,931.25
F15	BYPASS PUMPING (12-INCH AND 15-INCH SEWER)	DAY	\$10,625.00	\$10,943.75
F16	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	DAY	\$18,125.00	\$18,668.75

Certificate Of Completion

Envelope Id: FB70C0D9-B667-4E2E-8546-06945FD5E048

Status: Completed

Subject: Third Amendment to Agreement for Water Resources Improvement Program Projects (CIP/220762)

Source Envelope:

Document Pages: 22

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

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Charles Bell

charles.bell@millerpipeline.com

Engineering Manager

Miller Pipeline, LLC.

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William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

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Kristen Dreyer

kdreyer@ocalafl.gov

Council President Pro-Tem

City of Ocala

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Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

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(None)

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2025 8:50:26 AM
Certified Delivered	Security Checked	1/15/2025 3:57:39 PM
Signing Complete	Security Checked	1/15/2025 3:57:51 PM
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-0332

ID #: 2025-0332	Type: Agenda Item	Status: Passed
Version: 1	Placement: 10	In Control: City Council
Presented By: :		File Created: 12/04/2024
		Final Action: 01/07/2025

Item Title: Approve one-year renewal of Construction Services Agreement with Miller Pipeline, LLC, for Water Resources Improvement Program Projects in the amount of \$2,000,000

Internal Notes:

Target Meeting: 01/07/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL-Construction Services Agreement for Water Resources Improvement Program Projects (WRS 220762), Manhole Increase Exception Approval, Fully Executed -Construction Services Agreement for Water Resources Improvement Program Projects (CIP_220762), Council Report - 8-6-24 - Amendment 2 - Water Resources Improvement Program (CIP 220762), Council Report - 5-16-23 - Amendment 1 - Water Resources Improvement Program (CIP 220762), Council Report - 1-3-23 - Water Resources Improvement Program - Miller Pipeline, LLC (CIP 220762)

Recommendation:

Hearing Date:

Entered by: egiannino@ocalafl.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/07/2025	Approved				Pass
	Action Text:						
	Notes:	There being no discussion the motion carried by roll call vote.					
	Aye: 5	Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer					

Text of Legislative File 2025-0332

Submitted By: Eric Giannino
Presentation By: Sean Lanier
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve one-year renewal of Construction Services Agreement with Miller Pipeline, LLC, for Water Resources Improvement Program Projects in the amount of \$2,000,000

OCALA’S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On January 11, 2023, City Council approved Water Resources Department’s construction service and maintenance task work order contract with Miller Pipeline, LLC (Contract No. CIP/220762) for an initial two-year term with two optional one-year renewals.

This will be the first renewal of the agreement if approved. Two contract amendments occurred during Fiscal Years 2022-23 and 2023-24. Contract No. CIP/220762 contract is used by Water Resources to repair and construct water and sewer infrastructure. Miller Pipeline completed 31 water and sewer projects totaling \$7,300,000 in the first two years of the contract term.

FINDINGS AND CONCLUSIONS:

Miller Pipeline unit prices will increase by 3 percent over their Fiscal Years 2022-23 and 2023-24 prices per the contract agreement allowance. Also, a policy exception has been approved for the local vendor, Del Zotto, for an increase in maintenance hole structure price (manhole pricing increased between 11 and 27 percent based on type). During the past two years Miller has done an outstanding job on the various types of water resources projects and emergencies we have directed them to complete. City staff recommends renewal approval for \$2,000,000 in Fiscal Year 2024-25.

FISCAL IMPACT:

Funding is available for Fiscal Year 2024-25 in account # 616-030-207-536-53-46010 in the amount of \$337,720 and 308-030-207-536-53-46010 in the amount of \$1,662,280.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN# 35-1959522) ("Vendor").

WHEREAS, on January 11, 2023, City and Vendor entered into a Services Agreement for Water Resources Improvement Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/220762 for a term of two (2) years, from January 9, 2023 to January 8, 2025; and

WHEREAS, on May 17, 2023, City and Vendor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment") increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to further increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** Vendor shall be paid an amount not to exceed **EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Miller Pipeline, LLC
Attn: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
PH: 352-236-3355
E-mail: charles.bell@millerpipeline.com



CONTRACT# CIP/220762

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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



CONTRACT# CIP/220762

IN WITNESS WHEREOF, the parties have executed this Second Amendment on

8/9/2024

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8DB3574C28E5445
Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield
550E4A5AC2B44F7
Barry Mansfield
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

DocuSigned by:
William E. Sexton
B07D0CFC4E8E429
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Charles Bell
9219090F2E21458
By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 6C3DF17AEBD94ACC96DE91FEA55172DC	Status: Completed
Subject: Second Amendment to Services Agreement for Water Improvement Projects (CIP/220762)	
Source Envelope:	
Document Pages: 3	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

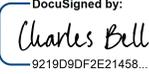
Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
8/7/2024 12:15:32 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Charles Bell
charles.bell@millerpipeline.com
Engineering Manager
Miller Pipeline, LLC.
Security Level: Email, Account Authentication (None)

Signature

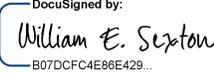
DocuSigned by:

9219D9DF2E21458...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.20.4

Timestamp

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Viewed: 8/8/2024 6:38:05 AM
Signed: 8/8/2024 6:40:14 AM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2024 6:38:05 AM
ID: 3a47539e-a5ef-426d-8698-772ae3de3460

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

B07DCFC4E86E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 8/8/2024 6:40:16 AM
Viewed: 8/8/2024 9:45:41 AM
Signed: 8/8/2024 9:45:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry Mansfield
bmansfield@ocalafl.org
Council President
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

550E4A5AC2B44F7...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.253.228

Sent: 8/8/2024 9:45:56 AM
Viewed: 8/9/2024 4:32:44 PM
Signed: 8/9/2024 4:32:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 8/9/2024 4:32:59 PM
Viewed: 8/9/2024 4:40:44 PM
Signed: 8/9/2024 4:40:58 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/9/2024 4:40:44 PM
ID: af0c1502-c748-489e-9d25-6389e7297f56

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/7/2024 12:35:58 PM
Certified Delivered	Security Checked	8/9/2024 4:40:44 PM
Signing Complete	Security Checked	8/9/2024 4:40:58 PM
Completed	Security Checked	8/9/2024 4:40:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2024-1836

ID #: 2024-1836

Type: Agenda Item

Status: Agenda Ready

Version: 1

Placement: 10

In Control: City Council

File Created: 07/23/2024

Presented By: :

Final Action:

Formal Title: Approve Second Amendment to the Services Agreement for Water Resources Improvement Projects with Miller Pipeline, LLC with a revised aggregate expenditure amount not to exceed \$8,000,000

Internal Notes:

Target Meeting: 08/06/2024

Agenda Number: 10e.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 2 - Water Resources Improvement Program - Miller Pipeline, LLC (CIP 220762), 05-16-2023 Council Approval - First Amendment, 04-07-2023 - FDEP Exception Approval, Fully Executed - Amendment 1 - FDEP Grant Projects and Contract Provisions - Miller Pipeline LLC (CIP 220762) (1), 11-30-2022 Council Approval - Original Agreement, Fully Executed - Original Construction Services Agreement (CIP_220762) **Enactment Number:**

Recommendation:

Hearing Date:

Entered by: hcolon@ocalafl.gov

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2024	Krystal Miller	Approve	7/23/2024
Notes: Out of Office					
1	2	7/24/2024	Rusella Bowes-Johnson	Approve	7/26/2024
1	3	7/24/2024	Sean Lanier	Approve	7/26/2024
1	4	7/24/2024	Jeannine Robbins	Approve	7/26/2024
1	5	7/24/2024	Tammi Haslam	Disapprove	7/26/2024
Notes: fiscal impact does not include necessary account numbers					
1	6	7/24/2024	Tammi Haslam	Approve	7/26/2024
1	7	7/25/2024	Shay Roberts	Approve	7/26/2024
1	8	7/29/2024	Patricia Lewis	Approve	7/29/2024
Notes: Out of Office					
1	9	7/29/2024	Daphne Robinson	Approve	7/31/2024
Notes: Updated Council Report. Attached previous approvals for context.					
1	10	7/30/2024	Ken Whitehead	Approve	7/31/2024
1	11	7/30/2024	Peter Lee	Approve	8/1/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2024	Approved				Pass
Action Text:							
Notes: There being no discussion the motion carried by roll call vote.							
Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield							

Text of Legislative File 2024-1836

Approve Second Amendment to the Services Agreement for Water Resources Improvement Projects with Miller Pipeline, LLC with a revised aggregate expenditure amount not to exceed \$8,000,000

BACKGROUND:

On November 30, 2022, City Council approved the award of a two-year contract for the provision of construction services for the City’s Water Resources Improvement Projects (WRIP), Contract No. CIP/220762, to Miller Pipeline, LLC (Miller Pipeline) with an original aggregate expenditure amount of \$4,000,000. Contract No. CIP/220762 will run for an initial two-year term commencing January 9, 2023, and continuing through January 8, 2025. The contract offers two additional one-year renewal terms.

On April 7, 2023, the City’s Water Resources and Engineering Department sought a procurement exception to allow the department to utilize Contract No. CIP/220762 for the completion of WRIP projects under Florida Department of Environmental Protection (FDEP) Grant Agreement No. WG093. After verifying FDEP approval to procure grant funded services via an alternative procurement method, the City’s Procurement and Contracting Officer granted the requested exception. On May 16, 2023, City Council approved the First Amendment to the Services Agreement to effectuate the exception, incorporate required FDEP contract provisions, and increase the aggregate contract expenditure to \$7,500,000.

FINDINGS AND CONCLUSIONS:

To date, the Water Resources and Engineering Department (WRS) has expended \$5,916,434.29 under Contract No. CIP/220762 and the remaining \$1,583,565.71 has been allocated to projects. WRS staff anticipates that an additional \$500,000 is necessary to cover unanticipated projects and/or emergencies through the end of the initial contract term. This Second Amendment will increase the aggregate expenditure amount to \$8,000,000.

FISCAL IMPACT:

This request amends the agreement to increase the “not to exceed” amount of the contract by \$500,000. The contract is funded through multiple accounts on an as-needed basis. Additional expenditures will be applied to accounts with adequate budgets.

PROCUREMENT REVIEW:

These services were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

This Second Amendment will be reviewed by City Attorney William E. Sexton, for form and legality.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Presentation By: Sean Lanier



FIRST AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS

THIS FIRST AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC** a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN# 35-1959522) ("Vendor").

WHEREAS, on April 25, 2022, the City of Ocala and the State of Florida Department of Environmental Protection (FDEP) Entered into Standard Grant Agreement No. WG093 for the installation of gravity sewer mains at three different locations around the City of Ocala (the "Grant Agreement"); and

WHEREAS, on January 11, 2023, City and Vendor entered into a Services Agreement for Water Resources Improvement Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/220762 for a term of two (2) years, from January 9, 2023 to January 8, 2025; and

WHEREAS, on April 7, 2023, the City's Water Resources and Engineering Department sought a procurement exception which would allow the City to utilize the existing contract for water resources improvement program projects for water main installation projects funded by the Grant Agreement; and

WHEREAS, after reviewing grant requirements and confirming FDEP's approval for the use of the Original Agreement for grant-funded projects, the City Contracting Officer granted said exception; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to increase the overall compensation amount to reflect the expected level of expenditure for the grant-funded project and to incorporate FDEP contract provisions.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **COMPENSATION.** Vendor shall be paid an amount not to exceed **SEVEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **EXHIBIT E – GRANT CLAUSES.** Contract provisions as described in **Exhibit E – Grant Clauses** are hereby incorporated into this Agreement. If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit E; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C; then (5) Exhibit D.



5. **AMOUNTS DUE TO THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
7. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Miller Pipeline, LLC
 Attn: Charles Bell
 8850 Crawfordville Road
 Indianapolis, Indiana 46234
 PH: 352-236-3355
 E-mail: charles.bell@millerpipeline.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 PH: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.org

8. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
9. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.



CONTRACT# CIP/220762

10. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on
5/17/2023

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
807DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

MILLER PIPELINE, LLC

DocuSigned by:
Charles Bell
9219D9DF2E21458...
By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

- A. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to \$25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(Applies to \$250,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to \$100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit E - GRANT CLAUSES**CONTRACT# CIP/230155**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name: _____**Date****X** _____

Signer Name**Signer Title**

Certificate Of Completion

Envelope Id: 2255933050E5420C9BED116C4402938D	Status: Completed
Subject: First Amendment to Services Agreement for Water Resources Improvement Project (CIP/220762)	
Source Envelope:	
Document Pages: 11	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

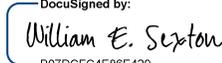
Record Tracking

Status: Original	Holder: Brittany Craven	Location: DocuSign
5/17/2023 8:59:40 AM	biverson@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signed: 5/17/2023 10:10:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charles Bell
charles.bell@millerpipeline.com
Engineering Manager
Miller Pipeline, LLC.
Security Level: Email, Account Authentication (None)

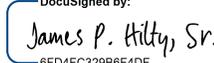
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James P. Hilty, Sr.
jhilty@ocalafl.org
President
Security Level: Email, Account Authentication (None)

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Angel B. Jacobs
ajacobs@ocalafl.org
April 19
City of Ocala
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 9:05:26 AM
Certified Delivered	Security Checked	5/17/2023 10:36:01 AM
Signing Complete	Security Checked	5/17/2023 10:36:11 AM
Completed	Security Checked	5/17/2023 10:36:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2023-1139

ID #: 2023-1139

Type: Agenda Item

Status: Passed

Version: 1

Placement: 8

In Control: City Council

File Created: 05/04/2023

Presented By: :

Final Action: 05/16/2023

Formal Title: Approve First Amendment to Miller Pipeline's Services Agreement for Water Resources Improvement Projects with an aggregate expenditure amount not to exceed \$7,500,000

Internal Notes:

Target Meeting: 05/16/2023

Agenda Number: 8d.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 1 - FDEP Grant Projects and Contract Provisions - Miller Pipeline LLC (CIP 220762).pdf, Fully Executed - Construction_Services_Agreement_for_Water_Resources_Improvement_Program_Projects (CIP_220762).pdf, FDEP Grant Agreement - WG093 - Executed, Procurement Exception Approval - Miller Pipeline - WRIP Agreement

Enactment Number:

Recommendation:

Hearing Date: 05/16/2023

Entered by: hcolon@ocalafl.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/4/2023	Krystal Miller	Approve	5/4/2023
1	2	5/4/2023	Rusella Bowes-Johnson	Approve	5/8/2023
1	3	5/4/2023	Sean Lanier	Approve	5/8/2023
1	4	5/5/2023	Jeannine Robbins	Approve	5/8/2023
1	5	5/5/2023	Tammi Haslam	Delegated	
1	6	5/9/2023	Cindy Krepps	Delegated	
1	7	5/9/2023	Tammi Haslam	Approve	5/11/2023
Notes: minor grammar edits					
1	8	5/9/2023	Shay Roberts	Approve	5/11/2023
Notes: Services procured through exception request					
1	9	5/9/2023	Patricia Lewis	Delegated	
1	10	5/9/2023	Daphne Robinson	Approve	5/12/2023
Notes: Updated Council Report. Added exception request.					
1	11	5/9/2023	Daphne Robinson	Approve	5/12/2023
Notes: Updated Council Report. Added exception request.					
1	12	5/10/2023	Chris Watt	Approve	5/12/2023
1	13	5/10/2023	Ken Whitehead	Approve	5/12/2023
1	14	5/10/2023	Peter Lee	Approve	5/12/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/16/2023	Approved				Pass
Action Text:							
Notes: There being no discussion the motion carried by roll call vote.							
Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr							

Text of Legislative File 2023-1139

Approve First Amendment to Miller Pipeline’s Services Agreement for Water Resources Improvement Projects with an aggregate expenditure amount not to exceed \$7,500,000

BACKGROUND:

On April 25, 2022, the City of Ocala (City) and the State of Florida Department of Environmental Protection (FDEP) entered into Standard Grant Agreement No. WG093 for the installation of gravity sewer mains at three different locations around the City.

On January 11, 2023, the City and Miller Pipeline, LLC (Miller Pipeline) entered into the Services Agreement for Water Resources Improvement Projects (WRIP), Contract No. CIP/220762, for a term of two years.

On April 7, 2023, the City’s Water Resources and Engineering Department sought a procurement exception to allow the department to utilize Contract No. CIP/220762 for the completion of WRIP projects under Grant Agreement No. WG093. After verifying FDEP’s approval to procure grant funded services via an alternative procurement method, the City’s Procurement and Contracting Officer granted said exception.

FINDINGS AND CONCLUSIONS:

This First Amendment to the Services Agreement for Water Resources Improvement Projects between the City and Miller Pipeline will increase the overall compensation amount to reflect the expected level of expenditure for the grant-funded project and incorporate the required FDEP contract provisions. The First Amendment will also add funds from Grant Agreement No. WG093 to Miller Pipeline’s Services Agreement for WRIP in the amount of \$3,500,000.

FISCAL IMPACT:

The original agreement funded \$4,000,000. \$2,000,000 was budgeted in FY23 (accounts below) and \$2,000,000 will be budgeted during the FY24 budget process.

Presentation By: Sean Lanier

**CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES
IMPROVEMENT PROGRAM PROJECTS**

THIS CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

RECITALS:

WHEREAS, on September 9, 2022, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the City's Water Resources Improvement Program projects planned or requested by the City, ITB No.: CIP/220762 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Miller Pipeline, Inc., was found to be the lowest; and

WHEREAS, Miller Pipeline, Inc., was chosen as the intended awardee to provide construction services related to the City's Water Resources Improvement Program projects planned or requested by the City for the construction of various water, sewer, reclaimed water and pipe lining projects in the City's service area (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

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

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-8)
- Exhibit B: Price Proposal (B-1 through B-11)
- Exhibit C: Detailed Measurement and Payment (C-1 through C-16)
- Exhibit D: Project Sign (D-1 through D-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for

Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf>.

B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

C. **Marion County Standard Specifications**, available at: <https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:

A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Ocala Engineering Department, Attn: Eric Giannino, Address: 1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470, E-Mail: egiannino@ocalafl.org.**

D. **Payment of Invoices by City.** The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its

- obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. **Effective Date and Term.** This Agreement shall become effective and commence on **JANUARY 9, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **JANUARY 8, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor. Any price increase for contract renewal will be subject to negotiation as approved by the City. In no case will the increase exceed **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and vendor must submit its written request for an increase with CPI justification at least 90 days prior to the end of the current term.
 - B. **Notices to Proceed on Individual Projects.** City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Notices to Proceed shall be issued at the pre-construction conference, after Contractor and City have agreed upon the time needed to complete each individual project as assigned. Contractor agrees to have project signs in place, be able to mobilize, and commence construction work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional

projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

- C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor’s sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - E. None of the provisions of this section shall exclude City’s right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
7. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Original Contract Amount	Charge Per Calendar Day
\$50,000 and under	\$868
Over \$50,000 but less than \$250,000	\$882
\$250,000 but less than \$500,000	\$1,197
\$500,000 but less than \$2,500,000	\$1,694
\$2,500,000 but less than \$5,000,000	\$2,592

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to

- this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
9. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the

Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the Project Manager’s review of Contractor’s work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor’s work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor’s furnishing and performing the work.

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

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City’s election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

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

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

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

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney’s fees arising from Contractor’s default prior to termination; and

- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion for each project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion for each project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
14. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
15. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager,

such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

16. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
17. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
18. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

19. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
20. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
21. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not

- endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
22. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
 23. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
 24. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor’s Commercial General Liability policy or separate Commercial Automobile Liability policy.
 25. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
 26. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers’ compensation and employer’s liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers’ compensation laws, including the U.S. Longshore Harbor Workers’ Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor’s insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor’s policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City’s**

Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

27. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor’s interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor’s Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers’ Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor’s Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor’s insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms

and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

28. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

29. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

30. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment

eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor’s business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
45. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys’ fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Miller Pipeline, LLC
 Attention: Charles Bell
 8850 Crawfordville Road
 Indianapolis, Indiana 46234
 Phone: 352-236-3355
 E-mail: charles.bell@millerpipeline.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

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

United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
58. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
59. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
60. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement 01 / 11 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
Angel B. Jacobs
City Clerk

James P. Hilty SR
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

William E. Sexton
William E. Sexton, Esq.
City Attorney



By: Charles D. Bell
(Printed Name)

Title: Engineering
Manager
(Title of Authorized Signatory)

BACKGROUND

1. Contractor shall provide services for the Water Resources Improvement Program, which consists of the construction of various water, sewer gravity/forced, reclaimed water, and pipe lining projects assigned to the Contractor based on the City's needs within the City of Ocala service area.
2. All work shall be coordinated with the City Project Manager, Eric Giannino, 352-351-6684, e-mail: egiannino@ocalafl.org.
3. Contractor must perform all work to current City of Ocala Standards and Specifications throughout the contract duration.
4. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the assigned projects.

LABOR REQUIREMENTS

1. **Labor Requirements:** Contractor and all subcontractors shall conform to the labor standards and employment requirements set forth in the bid documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: <https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
 - a) **If Road Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
 - b) **If Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start to the City Project Manager.

PROJECT WORK

1. The City's normal working hours are Monday through Friday from 7:00 a.m. to 5:00 p.m. If additional hours are necessary, the Contractor must give a 48-hour advance notice to the City Project Manager. City personnel are not obligated to work on weekends. Night work may be allowed, or may be necessary if it would result in less impact to the public or reduced safety issues. Night work, if permitted, shall be performed at no additional Cost to the City.
2. **Weather Days:** Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Contractor performance and execution of work will be considered in the determination for granting additional days.
3. Point repairs will be paid per stick 14LF of pipe. If 2' of pipe is used, a full stick will be paid for. If 16' of pipe is used, 2 sticks of pipe will be paid for.

4. Line item G-04-1 pays for a 8 man crew. If there are less than 8 employees on site, the pay item price will be decreased to reflect the amount of employees on site. *Example dollar amount made for simple math. The bid amount for an 8-man crew is \$100 per hour. If only 6 employees show up on site. The invoice amount can only be \$75 per hour.
5. If a water main has to be grouted, it will be paid for with line item S-19-4 FORCE MAIN GROUTING, because this is not a standalone contract with a plan set. There is no determination of what size or how many feet of water main will be abandoned during the term of this Agreement.
6. The City would pay for a minimum of 100' for directional boring, and bore and jack to lower the price of the line item on the contract. Every foot after 100' will be paid for by the foot contract price. This will be paid for main installation only.

GENERAL, WATER, SEWER GRAVITY & FORCE, RECLAIMED WATER, SEWER LINING CONSTRUCTION

1. Removal and replacement of existing sidewalk and curb and gutter.
2. Removal and replacement of existing landscape and sod.
3. Removal and replacement of asphalt, concrete sidewalks, and curb.
4. Removal and replacement of traffic signs, striping and signal loops.
5. Final grading and sod restorations.
6. Installation of new water mains, sewer mains, reclaimed water mains, force mains, fittings, and valves.
7. Installation of new fire hydrants or relocations.
8. Removal and replacement of water, reclaimed, or sewer services to new or existing mains.
9. Wet taps.
10. Abandonment of existing mains.
11. Installation of new manholes.
12. Installation of new sewer services or relocations.
13. Utility testing.
14. Abandonment of existing mains or manholes.
15. Point Repairs and or sectional liners on existing sewer mains or manholes.
16. Replacement of manhole ring and covers.
17. Sewer main assessment, cleaning, chemical grouting, and lining.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/ TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Contractor is responsible for obtaining required permits and moving the Contractor's operations and equipment required for construction. Contractor shall provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies.

Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
 - a) Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
 - b) MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
 - c) Contractor must have one (1) person that is MOT/TTC certified on site at all times during construction

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance with:

1. **Exhibit D - Project Sign and Construction Detail** for the project attached as **Exhibit D**. (Contractor's responsibility to ensure Council Members are correct and kept up to date).
2. **Exhibit C -Pipe Grouting, Lining & Rehab Measurement and Payment** attached as **Exhibit C**.
3. **City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:** <http://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction.pdf>
4. **Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:** <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. **Marion County Standard Specifications available at:** <https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review>
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, two signed and sealed as-builts hard copies and a CADD file must be submitted and approved by the City.

3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. **All water and force main shutdowns, connections, and abandonments must be wet tapped to verify a proper shut down was completed prior to cutting into the main.**

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message. On this contract an emergency off hours phone number must also be provided for emergency work.
4. Contractor shall locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

8. Prime Contractor and sub-contractor vehicles shall display their company name located on the side and all personnel shall be required to wear a company shirt.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for all licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City inspectors.
2. If during the Contract Term, the sign becomes broken or inaccurate, Contractor will replace or make the sign accurate at no extra charge to the City of Ocala. Contractor is required to keep the City Council members' names and positions up to date throughout the Contract Term.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the

City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT-approved steel road plate before the roadway can be opened to traffic. If millings are used, the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. The work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
 - a. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
 - b. Remove any foreign materials from exposed surfaces.
 - c. Broom clean exterior paved driveways and parking areas.
 - d. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment shall be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - a) A written notice that the work or designated portion thereof, is substantially complete.
 - b) A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - a) The City will promptly notify the Contractor in writing, giving the reasons, therefore.
 - b) The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - c) The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
 - a) Contract documents have been reviewed.
 - b) Work has been inspected for compliance with Contract documents.
 - c) Work has been completed in accordance with Contract documents.

- d) Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
 - a) The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - a) The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - b) The City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and two (2) hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranty.

PRICING

1. This is a unit price contract. City shall pay Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
2. **Additional Work:** If work has no line-item unit price in the contract, a written proposal of the work must be emailed to the Project Manager and agreed upon in writing by the City prior to the work being started.



Miller Pipeline, LLC

WATER RESOURCES IMPROVEMENT PROGRAM

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
GENERAL CONSTRUCTION (012200-3)			
G-03	PROJECT SIGN	EA	\$850.00
G-04-1	EMERGENCY CALL OUT (24 HOURS A DAY)	HR	\$1,060.00
G-04-2	LABOR AND EQUIPMENT	HR	\$840.00
G-05	MAINTENANCE OF TRAFFIC	DAY	\$685.00
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$2.75
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$5.00
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	\$175.00
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$5.00
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$9.00
G-11	EXCAVATION	CY	\$6.00
G-12	IMPORTED BACKFILL MATERIAL	CY	\$27.00
G-15	GRADING	SY	\$3.60
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$36.00
G-19	LIMEROCK BASE 12"	SY	\$20.00
G-20	# 57 STONE	CY	\$95.00
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	\$12.00
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	\$98.00
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	\$3.75
G-23	CONCRETE FILL	CY	\$282.00
G-24	ASPHALT COATINGS	GAL	\$30.75
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$9.00
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$9.00
G-31	ASPHALT MILLING AND REPLACEMENT	CY	\$12.00
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$255.00
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$255.00
G-33	ROADWAY GUARDRAIL	LF	\$130.00
G-34-1	OBJECT MARKER, TYPE 1	EA	\$211.00
G-34-2	OBJECT MARKER, TYPE 2	EA	\$117.00
G-34-3	OBJECT MARKER, TYPE 3	EA	\$227.00
G-34-4	OBJECT MARKER, TYPE 4	EA	\$211.00
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$114.00
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$110.00
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	\$250.00
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$128.00
G-36	RUMBLE STRIPS	PS	\$315.00
G-37	GROUNDING ELECTRODE	FT	\$78.00
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	\$66.00
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$240.00
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$240.00
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$8,400.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$12,000.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$24,000.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$7,800.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$15,000.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$6,600.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$2,400.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$3,600.00
G-52	CONSTRUCTION SURVEY	HR	\$180.00
G-53	ASBUILT DRAWINGS	HR	\$110.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	\$1,020.00
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	\$84.00
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	\$88.00
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	\$51.00
G-55	6" BOLLARDS	EA	\$895.00
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	\$48.00
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	\$52.00
G-58-1	CONCRETE 3000 PSI	CY	\$282.00
G-58-2	CONCRETE 4000 PSI	CY	\$295.00
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	\$119.00
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	\$119.00
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	\$3,600.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$480.00
G-66	RIP RAP	CY	\$169.00
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	\$90.00
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	\$28.00
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	\$42.00
G-79	SEED & MULCH	SY	\$1.50
G-80-1	SOD-ST. AUGUSTINE	SY	\$7.00
G-80-2	SOD-BAHIA	SY	\$4.25
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	\$1,500.00
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	\$1,200.00
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	\$1,800.00
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	\$360.00
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	\$90.00
G-91	REFLECTIVE PAVEMENT MARKERS	EA	\$6.25
G-92	STANDARD WHEEL STOPS	EA	\$93.00
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	\$0.25
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	\$1.00
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	\$2.00
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$0.50
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.30
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$0.50
G-94-1	THERMO, WHITE, SOLID, 6"	LF	\$0.90
G-94-2	THERMO, WHITE, SOLID, 12"	LF	\$2.80
G-94-3	THERMO, WHITE, SOLID, 24"	LF	\$6.75
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$1.20
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.90
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$1.80
G-95	THERMO PAVEMENT MARKINGS	EA	\$78.00
G-96	PAINTED PAVEMENT MARKINGS	EA	\$47.00
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	\$100.00
G-98	MISCELLANEOUS UTILIY LOCATES / EXPORATORY EXCAVATION	HR	\$315.00
WATER CONSTRUCTION (012200-35)			
W-01-1	2" PVC WATER MAIN	LF	\$19.00
W-01-2	4" PVC WATER MAIN	LF	\$25.00
W-01-3	6" PVC WATER MAIN	LF	\$33.00
W-01-4	8" PVC WATER MAIN	LF	\$45.00
W-01-5	10" PVC WATER MAIN	LF	\$64.00
W-01-6	12" PVC WATER MAIN	LF	\$85.00
W-01-7	14" PVC WATER MAIN	LF	\$117.00
W-01-8	16" PVC WATER MAIN	LF	\$146.00
W-01-9	18" PVC WATER MAIN	LF	\$177.00
W-01-10	20" PVC WATER MAIN	LF	\$220.00
W-01-11	24" PVC WATER MAIN	LF	\$300.00
W-01-12	4" DIP WATER MAIN	LF	\$65.00
W-01-13	6" DIP WATER MAIN	LF	\$50.00
W-01-14	8" DIP WATER MAIN	LF	\$61.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-01-15	10" DIP WATER MAIN	LF	\$75.00
W-01-16	12" DIP WATER MAIN	LF	\$94.00
W-01-17	14" DIP WATER MAIN	LF	\$108.00
W-01-18	16" DIP WATER MAIN	LF	\$131.00
W-01-19	18" DIP WATER MAIN	LF	\$149.00
W-01-20	20" DIP WATER MAIN	LF	\$180.00
W-01-21	24" DIP WATER MAIN	LF	\$212.00
W-01-22	30" DIP WATER MAIN	LF	\$397.00
W-02-1	BACKFLOW PREVENTER 1"	EA	\$1,035.00
W-02-2	BACKFLOW PREVENTER 2"	EA	\$2,080.00
W-03-1	2" PVC FITTINGS	EA	\$29.00
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	\$370.00
W-03-3	DIP MJ FITTINGS 4"	EA	\$355.00
W-03-4	DIP MJ FITTINGS 6"	EA	\$505.00
W-03-5	DIP MJ FITTINGS 8"	EA	\$635.00
W-03-6	DIP MJ FITTINGS 10"	EA	\$880.00
W-03-7	DIP MJ FITTINGS 12"	EA	\$1,050.00
W-03-8	DIP MJ FITTINGS 14"	EA	\$1,595.00
W-03-9	DIP MJ FITTINGS 16"	EA	\$2,125.00
W-03-10	DIP MJ FITTINGS 18"	EA	\$2,700.00
W-03-11	DIP MJ FITTINGS 20"	EA	\$3,660.00
W-03-12	DIP MJ FITTINGS 24"	EA	\$5,730.00
W-03-13	DIP MJ FITTINGS 30"	EA	\$9,690.00
W-03-14	DIP MJ CROSS 4"	EA	\$690.00
W-03-15	DIP MJ CROSS 6"	EA	\$890.00
W-03-16	DIP MJ CROSS 8"	EA	\$1,045.00
W-03-17	DIP MJ CROSS 10"	EA	\$1,535.00
W-03-18	DIP MJ CROSS 12"	EA	\$2,020.00
W-03-19	DIP MJ CROSS 14"	EA	\$3,235.00
W-03-20	DIP MJ CROSS 16"	EA	\$4,690.00
W-03-21	DIP MJ CROSS 18"	EA	\$5,800.00
W-03-22	DIP MJ CROSS 20"	EA	\$8,355.00
W-03-23	DIP MJ CROSS 24"	EA	\$10,375.00
W-03-24	DIP MJ CROSS 30"	EA	\$19,130.00
W-04-1	4" PIPE JOINT RESTRAINT	EA	\$95.00
W-04-2	6" PIPE JOINT RESTRAINT	EA	\$120.00
W-04-3	8" PIPE JOINT RESTRAINT	EA	\$175.00
W-04-4	10" PIPE JOINT RESTRAINT	EA	\$270.00
W-04-5	12" PIPE JOINT RESTRAINT	EA	\$300.00
W-04-6	14" PIPE JOINT RESTRAINT	EA	\$610.00
W-04-7	16" PIPE JOINT RESTRAINT	EA	\$660.00
W-04-8	18" PIPE JOINT RESTRAINT	EA	\$810.00
W-04-9	20" PIPE JOINT RESTRAINT	EA	\$1,205.00
W-04-10	24" PIPE JOINT RESTRAINT	EA	\$1,915.00
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,020.00
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,365.00
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,660.00
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	\$2,270.00
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	\$2,920.00
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	\$5,015.00
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	\$6,145.00
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	\$10,990.00
W-05-9	4" INSERT - A - VALVE	EA	\$7,640.00
W-05-10	6" INSERT - A - VALVE	EA	\$8,850.00
W-05-11	8" INSERT - A - VALVE	EA	\$10,120.00
W-05-12	10" INSERT - A - VALVE	EA	\$15,160.00
W-05-13	12" INSERT - A - VALVE	EA	\$18,860.00
W-05-14	14" INSERT - A - VALVE	EA	\$35,290.00
W-05-15	16" INSERT - A - VALVE	EA	\$37,700.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-08-1	2" LINE STOP	EA	\$1,550.00
W-08-2	4" LINE STOP	EA	\$6,390.00
W-08-3	6" LINE STOP	EA	\$6,500.00
W-08-4	8" LINE STOP	EA	\$7,670.00
W-08-5	10" LINE STOP	EA	\$10,020.00
W-08-6	12" LINE STOP	EA	\$11,230.00
W-08-7	14" LINE STOP	EA	\$15,690.00
W-08-8	16" LINE STOP	EA	\$18,230.00
W-08-9	18" LINE STOP	EA	\$20,090.00
W-08-10	20" LINE STOP	EA	\$22,290.00
W-08-11	24" LINE STOP	EA	\$28,440.00
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	\$5,980.00
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	\$5,940.00
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	\$6,160.00
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	\$6,460.00
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	\$7,350.00
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	\$6,430.00
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	\$6,550.00
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	\$6,800.00
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	\$6,950.00
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	\$8,020.00
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	\$4,640.00
W-11-1	REMOVE FIRE HYDRANTS	EA	\$950.00
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	\$1,660.00
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	\$1,120.00
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	\$1,120.00
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	\$1,480.00
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	\$1,680.00
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	\$705.00
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	\$1,350.00
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	\$995.00
W-14-4	1" DOUBLE WATER SERVICE LONG	EA	\$1,650.00
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	\$2,920.00
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	\$3,730.00
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	\$3,990.00
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	\$4,830.00
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	\$850.00
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	\$1,880.00
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	\$1,260.00
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	\$2,200.00
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	\$3,300.00
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	\$4,410.00
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	\$4,430.00
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	\$5,570.00
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	\$1,290.00
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$1,300.00
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$1,310.00
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$1,330.00
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$1,500.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$1,550.00
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$1,570.00
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$1,680.00
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$1,700.00
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$1,800.00
W-16-11	4" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,370.00
W-16-12	4" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,380.00
W-16-13	4" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$3,460.00
W-16-14	4" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$3,410.00
W-16-15	4" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,100.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-16-16	4" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,440.00
W-16-17	4" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$4,530.00
W-16-18	4" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$4,860.00
W-16-19	4" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,010.00
W-16-20	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,920.00
W-16-21	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,970.00
W-16-22	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,010.00
W-16-23	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,120.00
W-16-24	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,690.00
W-16-25	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,990.00
W-16-26	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,070.00
W-16-27	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,410.00
W-16-28	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00
W-16-29	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,370.00
W-16-30	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,380.00
W-16-31	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,460.00
W-16-32	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$5,320.00
W-16-33	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,450.00
W-16-34	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00
W-16-35	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$6,010.00
W-16-36	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$6,170.00
W-16-37	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$8,740.00
W-16-38	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$9,620.00
W-16-39	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$9,760.00
W-16-40	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$9,890.00
W-16-41	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$10,400.00
W-16-42	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$10,580.00
W-16-43	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$17,270.00
W-16-44	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$16,780.00
W-16-45	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$18,060.00
W-16-46	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	\$18,130.00
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	\$1,180.00
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	\$1,200.00
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	\$1,230.00
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	\$1,240.00
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	\$1,350.00
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	\$1,335.00
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	\$1,400.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	\$1,370.00
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	\$20.00
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	\$38.00
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	\$54.00
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	\$83.00
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	\$116.00
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	\$160.00
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	\$270.00
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	\$2,340.00
W-20-1	ADJUST EXISTING VALVE BOX	EA	\$540.00
W-20-2	ADJUST EXISTING METER BOX	EA	\$375.00
W-21-1	TEMPORARY JUMPER CONNECTION	EA	\$2,445.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-22-2	ABANDON WATER SERVICE	EA	\$430.00
W-22-3	ABANDON WATER MAIN	LS	\$2,860.00
SANITARY SEWER CONSTRUCTION (012200-42)			
S-01-1	6" PVC, 0' - 6'	LF	\$38.00
S-01-2	6" PVC, 6' - 12'	LF	\$45.00
S-01-3	6" PVC, 12' - 18'	LF	\$79.00
S-01-4	6" PVC, 18' - 24'	LF	\$158.00
S-01-5	8" PVC, 0' - 6'	LF	\$49.00
S-01-6	8" PVC, 6' - 12'	LF	\$55.00
S-01-7	8" PVC, 12' - 18'	LF	\$89.00
S-01-8	8" PVC, 18' - 24'	LF	\$168.00
S-01-9	10" PVC, 0' - 6'	LF	\$59.00
S-01-10	10" PVC, 6' - 12'	LF	\$66.00
S-01-11	10" PVC, 12' - 18'	LF	\$102.00
S-01-12	10" PVC, 18' - 24'	LF	\$185.00
S-01-13	12" PVC, 0' - 6'	LF	\$73.00
S-01-14	12" PVC, 6' - 12'	LF	\$80.00
S-01-15	12" PVC, 12' - 18'	LF	\$118.00
S-01-16	12" PVC, 18' - 24'	LF	\$205.00
S-02-1	SEWER MANHOLE W/EPOXY, 0' - 6'	EA	\$3,975.00
S-02-2	SEWER MANHOLE W/EPOXY, 6' - 12'	EA	\$5,300.00
S-02-3	SEWER MANHOLE W/EPOXY, 12' - 18'	EA	\$9,025.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' - 24'	EA	\$14,275.00
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' - 6'	EA	\$8,675.00
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' - 12'	EA	\$10,225.00
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' - 18'	EA	\$16,075.00
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' - 24'	EA	\$21,325.00
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' - 6'	EA	\$4,800.00
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' - 12'	EA	\$6,125.00
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' - 18'	EA	\$9,950.00
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' - 24'	EA	\$15,200.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' - 6'	EA	\$9,525.00
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 6' - 12'	EA	\$11,075.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' - 18'	EA	\$17,025.00
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' - 24'	EA	\$22,275.00
S-02-17	CONFLICT MANHOLE, 0' - 6'	EA	\$5,650.00
S-02-18	CONFLICT MANHOLE, 6' - 12'	EA	\$6,975.00
S-02-19	CONFLICT MANHOLE, 12' - 18'	EA	\$10,900.00
S-02-20	CONFLICT MANHOLE, 18' - 24'	EA	\$16,150.00
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' - 6'	EA	\$4,800.00
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' - 12'	EA	\$6,350.00
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' - 18'	EA	\$10,900.00
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	\$975.00
S-02-25	CORE & CONNECT TO EXISTING MANHOLE 4" - 12"	EA	\$2,500.00
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	\$1,650.00
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	\$2,990.00
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER, LABOR ONLY	EA	\$810.00
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER, LABOR ONLY	EA	\$810.00
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	\$810.00
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' - 6'	EA	\$2,325.00
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' - 12'	EA	\$3,800.00
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' - 18'	EA	\$5,700.00
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' - 24'	EA	\$7,600.00
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$2,625.00
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,150.00
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,100.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,050.00
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,100.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$4,675.00
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$6,675.00
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,675.00
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,650.00
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$5,725.00
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$7,375.00
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$9,450.00
S-07	RESURFACE EXISTING MANHOLES	VFT	\$545.00
S-09-1	6" 2-WAY CLEANOUT, 0' – 6'	EA	\$615.00
S-09-2	6" 2-WAY CLEANOUT, 6' – 12'	EA	\$870.00
S-09-3	6" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,310.00
S-09-4	8" 2-WAY CLEANOUT, 0' – 6'	EA	\$1,105.00
S-09-5	8" 2-WAY CLEANOUT, 6' – 12'	EA	\$1,355.00
S-09-6	8" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,795.00
S-10-1	8" X 6" PVC WYE & BEND	EA	\$210.00
S-10-2	10" X 6" PVC WYE & BEND	EA	\$375.00
S-10-3	12" X 6" PVC WYE & BEND	EA	\$490.00
S-11	6" PVC SEWER SERVICE	LF	\$38.00
S-12	TELEVISION INSPECTION – SEWER MAIN EXPROATION (OTHER PURPOSES THAN ITEMS B1 - F16)	LF	\$2.50
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	\$1,920.00
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	\$2,755.00
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	\$4,425.00
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	\$2,095.00
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	\$2,935.00
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	\$4,605.00
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	\$8,785.00
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	\$2,400.00
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	\$3,235.00
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	\$4,905.00
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	\$9,085.00
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	\$3,555.00
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	\$5,225.00
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	\$6,900.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	\$10,245.00
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	\$7,955.00
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	\$8,165.00
S-16-3	BYPASS PUMPING, 500 – 750 GPM	DAY	\$14,835.00
S-16-4	BYPASS PUMPING, 750 – 1,000 GPM	DAY	\$15,670.00
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	\$1,165.00
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	\$1,180.00
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	\$1,195.00
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	\$1,215.00
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	\$1,230.00
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	\$1,270.00
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00
S-19-1	ABANDON SANITARY SEWER MAIN	LS	\$2,630.00
S-19-2	ABANDON AND REMOVE SANITARY SEWER MANHOLE	EA	\$1,675.00
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	\$2,860.00
S-19-4	FORCE MAIN GROUTING	CY	\$301.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$490.00
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$525.00
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$625.00
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$725.00
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$835.00
S-22-1	2" PVC FORCE MAIN	LF	\$18.00
S-22-2	4" PVC FORCE MAIN	LF	\$25.00
S-22-3	6" PVC FORCE MAIN	LF	\$33.00
S-22-4	8" PVC FORCE MAIN	LF	\$45.00
S-22-5	10" PVC FORCE MAIN	LF	\$64.00
S-22-6	12" PVC FORCE MAIN	LF	\$85.00
S-22-7	16" PVC FORCE MAIN	LF	\$145.00
S-22-8	18" PVC FORCE MAIN	LF	\$177.00
S-22-9	24" PVC FORCE MAIN	LF	\$300.00
S-22-10	4" DIP FORCE MAIN	LF	\$89.00
S-22-11	6" DIP FORCE MAIN	LF	\$74.00
S-22-12	8" DIP FORCE MAIN	LF	\$91.00
S-22-13	12" DIP FORCE MAIN	LF	\$135.00
S-22-14	16" DIP FORCE MAIN	LF	\$182.00
S-22-15	18" DIP FORCE MAIN	LF	\$211.00
S-22-16	24" DIP FORCE MAIN	LF	\$290.00
S-22-17	30" DIP FORCE MAIN	LF	\$480.00
S-23-1	2" PVC SCH 80 FITTINGS	EA	\$29.00
S-23-2	DIP MJ FITTINGS, 4"	EA	\$585.00
S-23-3	DIP MJ FITTINGS, 6"	EA	\$830.00
S-23-4	DIP MJ FITTINGS, 8"	EA	\$1,080.00
S-23-5	DIP MJ FITTINGS, 10"	EA	\$1,540.00
S-23-6	DIP MJ FITTINGS, 12"	EA	\$1,830.00
S-23-7	DIP MJ FITTINGS, 16"	EA	\$3,290.00
S-23-8	DIP MJ FITTINGS, 18"	EA	\$4,675.00
S-23-9	DIP MJ FITTINGS, 24"	EA	\$9,070.00
S-23-10	DIP MJ FITTINGS, 30"	EA	\$15,365.00
S-25-1	4" PLUG VALVE & VALVE BOX	EA	\$1,740.00
S-25-2	6" PLUG VALVE & VALVE BOX	EA	\$2,140.00
S-25-3	8" PLUG VALVE & VALVE BOX	EA	\$2,855.00
S-25-4	10" PLUG VALVE & VALVE BOX	EA	\$3,700.00
S-25-5	12" PLUG VALVE & VALVE BOX	EA	\$4,530.00
S-25-6	16" PLUG VALVE & VALVE BOX	EA	\$9,925.00
S-25-7	18" PLUG VALVE & VALVE BOX	EA	\$12,235.00
S-25-8	24" PLUG VALVE & VALVE BOX	EA	\$21,805.00
S-25-9	4" FLANGED PLUG VALVE	EA	\$1,065.00
S-25-10	6" FLANGED PLUG VALVE	EA	\$1,535.00
S-25-11	8" FLANGED PLUG VALVE	EA	\$2,115.00
S-25-12	10" FLANGED PLUG VALVE	EA	\$3,395.00
S-25-13	12" FLANGED PLUG VALVE	EA	\$4,215.00
S-25-14	4" FLANGED CHECK VALVE	EA	\$1,290.00
S-25-15	6" FLANGED CHECK VALVE	EA	\$2,010.00
S-25-16	8" FLANGED CHECK VALVE	EA	\$3,165.00
S-25-17	10" FLANGED CHECK VALVE	EA	\$4,555.00
S-25-18	12" FLANGED CHECK VALVE	EA	\$6,440.00
S-27-1	AIR RELEASE VALVE ASSEMBLY – INSIDE VAULT BELOW GROUND	EA	\$16,775.00
S-27-2	AIR RELEASE VALVE ASSEMBLY – ABOVE GROUND	EA	\$7,775.00
S-28	SEWAGE TANKER PUMPING	HR	\$330.00
RECLAIMED WATER CONSTRUCTION (012200-52)			
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	\$18.00
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	\$25.00
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	\$33.00
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	\$45.00
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	\$85.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	\$145.00
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	\$177.00
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	\$64.00
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	\$50.00
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	\$61.00
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	\$94.00
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	\$130.00
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	\$148.00
R-03-1	2" PVC SCH 80 FITTINGS	EA	\$28.00
R-03-2	DIP MJ FITTINGS, 4"	EA	\$355.00
R-03-3	DIP MJ FITTINGS, 6"	EA	\$505.00
R-03-4	DIP MJ FITTINGS, 8"	EA	\$635.00
R-03-5	DIP MJ FITTINGS, 10"	EA	\$880.00
R-03-6	DIP MJ FITTINGS, 12"	EA	\$1,050.00
R-03-7	DIP MJ FITTINGS, 14"	EA	\$1,595.00
R-03-8	DIP MJ FITTINGS, 16"	EA	\$2,125.00
R-03-9	DIP MJ FITTINGS, 18"	EA	\$2,700.00
R-03-10	DIP MJ CROSS 4"	EA	\$690.00
R-03-11	DIP MJ CROSS 6"	EA	\$890.00
R-03-12	DIP MJ CROSS 8"	EA	\$1,045.00
R-03-13	DIP MJ CROSS 10"	EA	\$1,535.00
R-03-14	DIP MJ CROSS 12"	EA	\$2,020.00
R-03-15	DIP MJ CROSS 14"	EA	\$3,235.00
R-03-16	DIP MJ CROSS 16"	EA	\$4,690.00
R-03-17	DIP MJ CROSS 18"	EA	\$5,800.00
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,020.00
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,365.00
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,660.00
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$2,270.00
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$3,240.00
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$2,920.00
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$5,015.00
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$6,145.00
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$10,990.00
R-14-1	1" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$610.00
R-14-2	1" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$1,035.00
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$890.00
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$1,280.00
R-14-5	2" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$2,920.00
R-14-6	2" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$3,470.00
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$3,990.00
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$4,570.00
R-16-1	2" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,310.00
R-16-2	2" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,500.00
R-16-3	8" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,370.00
R-16-4	8" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,475.00
R-16-5	12" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$8,750.00
R-16-6	16" TAP ON EXISTING 16" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$17,275.00
R-18-1	DIRECTIONAL BORE 2" PVC	LF	\$20.00
R-18-2	DIRECTIONAL BORE 4" PVC	LF	\$38.00
R-18-3	DIRECTIONAL BORE 6" PVC	LF	\$54.00
R-18-4	DIRECTIONAL BORE 8" PVC	LF	\$83.00
R-18-5	DIRECTIONAL BORE 10" PVC	LF	\$116.00
R-18-6	DIRECTIONAL BORE 12" PVC	LF	\$160.00
R-18-7	DIRECTIONAL BORE 16" PVC	LF	\$270.00
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	\$17.00
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	\$34.00
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	\$44.00
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	\$65.00
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	\$88.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	\$120.00
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	\$190.00
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	\$2,860.00
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES (CONSTRUCTION/MEN WORKING SIGNS & CONES).			
LINE ITEM G-05 WILL BE USED IF ADDITIONAL MOT OR SAFETY ITEMS ARE NEEDED.			
CHEMICAL GROUTING (EXHIBIT C)			
B1	TEST AND SEAL JOINTS, 8-INCH AND 10-INCH GRAVITY PIPE	EA	\$187.50
B2	TEST AND SEAL JOINTS, 12-INCH AND 15-INCH GRAVITY PIPE	EA	\$187.50
B3	TEST AND SEAL JOINTS, 18-INCH AND 21-INCH GRAVITY PIPE	EA	\$250.00
B4	WORK IN REAR-YARD EASEMENT - (ITEMS B1 THROUGH F16)	EA	\$493.75
B5	CHEMICAL GROUT FOR SEALING SEWER JOINTS	GAL	\$27.50
B6	CHEMICAL ROOT REMOVAL (8-INCH THROUGH 12-INCH)	LF	\$5.00
B7	CHEMICAL ROOT REMOVAL (15-INCH THROUGH 21-INCH)	LF	\$5.65
B8	GROUT/SEAL LATERAL CONNECTION 8 & 10 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$331.25
B9	GROUT/SEAL LATERAL CONNECTION 12 & 15 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$375.00
B10	GROUT/SEAL LATERAL CONNECTION 18 & 24 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$500.00
SECTIONAL AND LATERAL LINERS			
D1	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER	EA	\$4,226.25
D2	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$120.75
D3	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$8,193.75
D4	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$189.75
D5	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$10,120.00
D6	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$247.25
D7	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$630.00
D8	FCLRL - CURED-IN-PLACE LATERAL LINER 6-INCH TO 10-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$4,887.50
D9	FCLRL - CURED-IN-PLACE LATERAL LINER 12-INCH TO 15-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$6,555.00
D10	FCLRL - CURED-IN-PLACE LATERAL LINER 18-INCH TO 21-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$7,894.75
D11	FCLRL - CURED-IN-PLACE LATERAL LINER 24-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$10,183.25
D13	FCLRL - CURED-IN-PLACE MH DROP LINER 8-INCH TO 15-INCH MAIN, 8-INCH TO 10-INCH MANHOLE DROP CONNECTION, UP TO 12 LINEAR FEET OF DROP (ALL DEPTHS)	EA	\$4,250.40
D14	LATERAL LINER 4 & 6-INCH PIPE, GREATER THAN 15 LINEAR FEET (ALL DEPTHS)	LF	\$109.25
D15	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (INCLUDES 15 FEET OF LATERAL)	EA	\$3,565.00
D16	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (PER LINEAR FOOT BEYOND 15 FEET OF LATERAL PIPE)	LF	\$109.25
D17	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 6- 10- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$3,967.50
D18	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 12- 21- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$6,583.75
D19	10- INCH MAIN WITH 4-INCH TO 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$3,967.50
D20	TO 21-INCH MAIN, 4-INCH & 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$6,583.75
D21	TRANSITIONAL LINER 6-INCH TO 4-INCH	EA	\$575.00
D22	COATING REMOVAL/SURFACE PREPARATION (ITEMS D17 - D20)	EA	\$327.75

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
D23	SEWER LATERAL TV INSPECTION FROM MAIN WITH PAN & TILT CAMERA (UP TO 30 FEET)	EA	\$408.25
D24	SEWER LATERAL TV INSPECTION FROM MAIN with PAN & TILT CAMERA (BEYOND 30 FEET)	LF	\$9.20
D25	SEWER LATERAL TV INSPECTION FROM CLEANOUT (UP TO 30 FEET)	EA	\$327.75
D26	SEWER LATERAL TV INSPECTION FROM CLEANOUT (BEYOND 30 FEET)	LF	\$9.20
D27	LATERAL PIPE GROUTING TO FACILITATE PROPER LATERAL LINER INSTALLATION	EA	\$2,587.50
D28	LATERAL PIPE TESTING (10% OF INSTALLATIONS)	EA	\$517.50
CIP MAINLINE PIPE LINING			
E1	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$138.00
E2	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$138.00
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$270.00
E4	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$270.00
E5	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$286.00
E6	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$286.00
E7	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$360.00
E8	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$360.00
FORM AND FORM PIPE LINING			
F1	INSTALL FOLD AND FORM LINER, 8-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$35.00
F2	INSTALL FOLD AND FORM LINER, 10-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$45.00
F3	INSTALL FOLD AND FORM LINER, 12-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$50.00
F4	INSTALL FOLD AND FORM LINER, 15-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$105.00
F5	SEWER MAIN CLEANING AND TV INSPECTION (8-INCH THROUGH 12-INCH)	LF	\$2.35
F6	SEWER MAIN CLEANING AND TV INSPECTION (15-INCH THROUGH 21-INCH)	LF	\$3.10
F7	SEWER MAIN CLEANING AND TV INSPECTION (21-INCH THROUGH 24-INCH)	LF	\$5.60
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$495.00
F9	MECHANICAL ROOT OR GREASE REMOVAL (12-INCH AND SMALLER)	LF	\$4.15
F10	MECHANICAL ROOT OR GREASE REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$8.15
F11	MECHANICAL TUBERCULATION REMOVAL (12-INCH OR SMALLER)	LF	\$22.50
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$31.25
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	\$331.25
F14	BYPASS PUMPING (6-INCH AND 10-INCH SEWER)	DAY	\$1,875.00
F15	BYPASS PUMPING (12-INCH AND 15-INCH SEWER)	DAY	\$10,625.00
F16	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	DAY	\$18,125.00

1. **Group “B” – Chemical Grouting:** Testing and chemical grouting of pipe, root removal, cleanout installation, bypass pumping and TV surveying.
2. **Group “D” – Cured-in-Place Sectionals and Lateral Lining:** Cured-in-place lateral lining, sectional lining of mains and mainline/lateral connection. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping. Lateral camera surveys must have pan and tilt capabilities, associated work such as cleaning and preparation, cleanout installation, bypass pumping, traffic control and TV survey.
3. **Group “E” – Cured-in-place Lining:** Cured-in-place pipe lining for gravity mains and laterals and associated work such as cleaning and preparation, lateral reinstatement, cleanout installation, bypass pumping, traffic control and TV survey. Cured-in-place lateral lining, sectional lining of mains, and mainline/laterals connection interface seal installation. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping.
4. **Group “F” – Fold-and-Form Lining:** Fold-in-form pipelining for gravity mains, and associated work such as cleaning and preparation, lateral reinstatements, cleanout installation, bypass pumping, traffic control and TV survey. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping.

Measurement and Payment

1. Group “B” – Chemical Grouting Payment Items

a. Items B1 to B3 – Testing and sealing sewer joints

(1) These items of work will be measured and paid for at the unit price per each joint of pipe tested and sealed as delineated by the pipe size brackets named in the Schedule of Price Bid. Each unit price bid shall include all work including, but not limited to, setups, flow isolation, testing, sealing, maintenance, transportation, traffic control, labor, work, materials, reporting and documentation, or any other costs associated with pipe joint testing and sealing.

b. Item B5 – Chemical grout for sealing sewer joints

(1) This item of work will be measured and paid for at the unit price per gallon of grout used to seal sewer joint regardless of pipe size. The price shall include all setups, maintenance,

transportation, traffic control, labor, work, materials, or any other costs associated with chemical grouting of sewer joints. Chemical grout for sealing sewer laterals or lateral connections will not be paid for by this item

c. Items B7 to B7 – Chemical root removal in sewer lines

(1) This item of work will be measured and paid for at the unit price per linear foot for each sewer size bracket named in the Schedule of Price Bid. Measurement of lines shall be made based on the horizontal projection of the centerline of the pipe between manholes, measured to the nearest foot from inside wall of manhole to inside wall of manhole, not including the manhole chamber, in the pipe which root removal/treatment was performed.

(2) Each unit price bid for root removal and chemical root treatment in sewer lines shall include cleaning; all mechanical methods of root removal specified or not; all herbicides or chemical treatment specified or not and/or all equipment, materials and labor which shall be used to provide an open sewer (no blockages or constrictions due to roots or vegetation) to an acceptable condition and ready for any and all repairs.

(3) The OWNER may authorize root removal as a separate pay item when root intrusion is sufficiently heavy to prevent the completion of inspection or following completion of successful cleaning and inspection. Root removal not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(4) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

d. Items B8 to B10 – Grout/Sealing Lateral Connection 4&6-inch Laterals with Chemical Grout

(1) This item of work will be measured and paid for at the unit price per each lateral connection sealed. The price bid shall include all setups, maintenance, transportation, traffic control, labor, work, materials, or any other costs associated with chemical grouting of the lateral joints. Measurement shall be made based on the horizontal projection of the centerline of the pipe between sewer main and property line. Chemical grout will not be paid for separately and shall be included in the unit price bid for this item.

2. Group "D" – Sectional Liners and Lateral Liners Payment Items

a. Items D1 to D6 – Install cured-in-place sectional pipe liners

(1) Items D1, D3, and D5 will be measured and paid at the unit price per each cured-in-place sectional pipe liner installed up to 6 feet, as delineated by the pipe size brackets named in the Schedule of Price Bid. Each unit price bid shall provide full compensation for all work including, but not limited to, furnishing, and installing section of liner; pipe cleaning; television inspections; all labor, materials and equipment specified or not which will provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Items D2, D4, and D6 will be paid for in addition to the price paid under corresponding Items D1, D3, or D5 as applicable, at the unit price bid per linear foot of liner installed beyond 6 feet and up to 9 feet. This item will be full compensation for all additional costs associated with work of installing sectional liner beyond 6 feet. Any sectional liner extending beyond 9 feet and up to 12 feet shall be paid for as two single liners under Items D1, D3, or D5, in accordance with the technical specifications.

(3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR), will be paid for under a separate item.

b. Item D7 – Reinstate laterals and grout annular space

(1) This item of work will be measured and paid at the unit price per each lateral reinstated and shall include, but not be limited to, blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; television surveys, furnishing the equipment necessary to internally cut out the liner to at least 95 percent of the circumference of the lateral, cutting out the coupon; wire-brushing the cut to remove jagged edges; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space using 3' minimum lateral bladder; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work, in accordance with the technical specifications.

(2) If the CONTRACTOR damages the host pipe during lateral reinstatement, the CONTRACTOR shall repair the host pipe to the satisfaction of the OWNER at no additional cost.

(3) If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the circumference of the lateral, such grout shall be removed at no additional cost.

c. Items D8 to D12 – Full Circle Lateral Repairs Liner (FCLRL), in various-sized main with 4-inch to 6-inch laterals

(1) This item of work will be measured and paid for at the unit price per each as delineated by the pipe size and depth brackets named in the Bid Form, and shall include up to 15 feet of lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) This item of work will be measured and paid for at the unit price per linear foot of sewer laterals lined beyond 15 feet of lateral, in addition to the corresponding item with Bid Form units of "EA". This item will be full compensation for all additional costs associated with work of installing liner beyond 15 feet.

(3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

d. Items D13 to D16 – Install CIP liner in 4-inch to 6-inch laterals, various depths.

(1) This item of work will be measured and paid for at the unit price per each and shall include up to 15 feet of lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) This item of work will be measured and paid for at the unit price per linear foot of sewer laterals lined beyond 15 feet of lateral, in addition to the corresponding item with Bid Form units of "EA". This item will be full compensation for all additional costs associated with work of installing liner beyond 15 feet.

(3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR) will be paid under a separate item.

e. Items D17 to D18 – Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6-inch to 21-inch main with 4-inch to 6-inch laterals, all depths.

(1) This item will be paid at the unit price per each and shall include furnishing all labor, equipment, and materials needed to install a mainline/lateral connection interface seal that extends a minimum of 3-feet into the lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging

incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; recovering all waste material from the sewer; testing; cleanup; performing all repairs required due to damage caused by the CONTRACTOR; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

Coating removal / Surface preparation will be required when an interface seal is installed over an existing Full-Circle CIP liner, and will be separately compensated using the applicable pay item.

f. Items D19 to D20 – Install Full-Circle CIP mainline/lateral connection interface seal 6-in to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6-inch of lateral piping, all depths.

(1) This item will be paid at the unit price per each and shall include furnishing all labor, equipment, and materials needed to install a mainline/lateral connection interface seal that extends a minimum of 6-inches into the lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; recovering all waste material from the sewer; testing; cleanup; performing all repairs required due to damage caused by the CONTRACTOR; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Coating removal / Surface preparation will be required when an interface seal is installed over an existing CIP liner, and will be separately compensated using the applicable pay item.

g. Item D21 – Transitional liner (6-inch to 4-inch)

(1) This item of work will be measured and paid for at the unit price per each, as defined in the Bid Form. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to provide as directed by the OWNER, a transitional liner (6-inch to 4-inch), as part of a T-liner or lateral liner, complete in place. Payment for this item, when authorized by the OWNER, shall be in addition to a T-liner or lateral liner, in accordance with the technical specifications

h. Item D22 – Coating Removal

(1) This item of work will be measured and paid for at the unit price per each, as defined in the Bid Form. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to remove the coatings in mainline cured-in-place liners prior to the installation of a mainline/lateral connection interface

seal. Payment for this item, when authorized by the OWNER, shall be in addition to a mainline/lateral connection interface seal, in accordance with the technical specifications.

i. Item D23 – Televis service lateral and locate from mainline (up to 30 feet)

(1) This item of work will be measured and paid at the unit price per each of lateral televised. Payment of the unit price per each will provide for complete compensation for furnishing all labor, equipment, tools, and materials for preparatory cleaning and televising of sanitary sewer service laterals, including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

j. Item D24 – Televis service lateral and locate from mainline (beyond 30 feet)

(1) This item of work will be measured and paid for at the unit price per foot of sewer laterals televised in addition to Item D1. Payment of the unit price for each will provide for complete compensation for furnishing all labor, equipment, tools and materials, preparatory cleaning, and televising service lateral including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

k. Item D25 – Televis lateral from cleanout (up to 30 feet)

(1) This item of work will be measured and paid at the unit price per each of lateral televised. Payment of the unit price per each will provide for complete compensation for furnishing all labor, equipment, tools, and materials for preparatory cleaning and televising sanitary sewer service laterals, including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

l. Item D26 – Televis lateral from cleanout (beyond 30 feet)

(1) This item of work will be measured and paid for at the unit price per foot of sewer laterals televised in addition to Item D4. Payment of the unit price for each will provide for complete compensation for furnishing all labor, equipment, tools and materials, preparatory cleaning and televising service lateral including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

m. Items D27 - Lateral grouting (if required in preparation for FCLRL, lateral liner, or mainline/lateral connection interface seal installation)

(1) This item of work will be measured and paid at the unit price per each lateral grouting performed, with the advance concurrence of the OWNER, in association with the performance

of a FCLRL, lateral liner, or mainline/lateral connection interface seal installation. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools and equipment and incidentals, to chemically grout leaking laterals prior to the installation of a FCLRL, lateral liner, or mainline/lateral connection interface seal, complete in place. Payment for this item, when authorized by the OWNER, shall be in addition to a FCLRL, lateral liner, or mainline/lateral connection interface seal, in accordance with the technical specifications.

Item D28 – Lateral testing

This item of work will be measured and paid at the unit price per each lateral tested (10% of installed liners). Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools and equipment and incidentals, to test laterals that have been lined. Payment for this item, when authorized by the OWNER, shall be in addition to a FCLRL, lateral liner, or mainline/lateral connection interface seal. There will be no payment for laterals that fail the test, in accordance with the technical specifications.

3. Group “E” Cured-in-Place Pipe (CIPP) Lining Pay Items

a. Items E1 to E8 – Install CIPP liner in gravity mains.

(1) This work will be measured and paid at the unit price per linear foot of liner as delineated by the pipe size and depth brackets named in the Bid Proposal. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between manholes, including the laying length of fittings along the run, measured to the nearest foot from the inside wall of manhole to inside wall of manhole for each section lined. Each unit price bid shall include, but not be limited to, all necessary or required resident notification, traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-lining television surveys; chemical joint sealing if necessary; pipe lining; the cost of obtaining a water meter from the OWNER; cleaning; sample collection; grouting to eliminate infiltration at service connections and liner ends; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Where post-installation thickness measurements and/or physical property testing is performed, payment for installed liner will be made as itemized below:

(a) Full payment – If thickness, flexural strength, and flexural modulus of elasticity of installed liner are all 95 percent or more of specified values, full payment will be made accordingly.

(b) Adjusted payment for 90 to 94 percent of specified values –If thickness, flexural strength, or flexural modulus of elasticity of installed liner are between 90 and 95 percent of

specified values, payment will be made based on an Adjusted Unit Price, which shall equal the Unit Price bid, multiplied by a Value Factor calculated as follows:

1) Value Factor = * thickness x * flexural strength x * flexural modulus of elasticity'.

 * Insert actual measured or test result expressed as a fraction of the specified value.
Maximum allowable is 1.

3) Payment for bypass pumping and service lateral connections, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

4. Group “F” – Fold and Form Lining Payment Items

a. Items F1 to F4 – Install liner

(1) This work will be measured and paid at the unit price per linear foot of liner as delineated by the pipe size named in the Bid Proposal. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between manholes, including the laying length of fittings along the run, measured to the nearest foot from the inside wall of manhole to inside wall of manhole for each section lined. Each unit price bid shall include, but not be limited to, all necessary or required resident notification, traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-lining television surveys; chemical joint sealing if necessary; pipe lining; the cost of obtaining a water meter from the OWNER; cleaning; sample collection; grouting to eliminate infiltration at service connections and liner ends; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Payment for bypass pumping and service lateral connections, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

b. Item F5 – Reinstate laterals and grout annular space

(1) This item of work will be measured and paid at the unit price per each lateral reinstated and shall include, but not be limited to, blocking or plugging incoming line, removal, transportation and disposal of material generated by cleaning and preparation; television surveys, furnishing the equipment necessary to internally cut out the liner to at least 95 percent of the circumference of the lateral, cutting out the coupon; wire-brushing the cut to remove jagged edges; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space using 3' minimum lateral bladder; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work, in accordance with the technical specifications.

(2) If the CONTRACTOR damages the host pipe during lateral reinstatement, the CONTRACTOR shall repair the host pipe to the satisfaction of the OWNER at no additional cost.

(3) If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the circumference of the lateral, such grout shall be removed at no additional cost.

5. Items in Common

a. Sewer main cleaning and TV inspection

(1) This item will be paid for at the unit price bid per foot of sewer cleaned and televised for inspection only, when a sewer repair is not performed due to change of field conditions, or as directed by the OWNER. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-televiser the sewer line to the satisfaction of the OWNER. Sewer main cleaning shall include drop connections, in accordance with the technical specifications.

(2) Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair.

b. Sewer lateral cleaning and TV inspection

(1) This item will be paid for at the unit price bid per foot of sewer lateral cleaned and televised for inspection only, when a sewer repair is not performed due to change of field conditions, or as directed by the OWNER. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer service laterals including, but not limited to, furnishing all labor, equipment, tools and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-televiser the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair.

c. Mechanical root or grease removal

(1) Removal of grease or roots involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of

Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-clean and re-televise the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Special cleaning not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(3) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

d. Mechanical tuberculation/concrete removal

(1) Removal of tuberculation in cast iron pipe, or concrete in pipe, involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-clean and re-televise the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Special cleaning not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(3) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

e. Protruding service connection removal by internal means

(1) The OWNER may request that the CONTRACTOR remove protruding service connections, typically to allow completion of inspection or as a prelude to lining. The CONTRACTOR shall use non-destructive robotic techniques. The use of equipment that may damage the existing service connection will not be allowed. The CONTRACTOR shall not perform this work prior to receiving written authorization from the OWNER, in accordance with the technical specifications.

- (2) Measurement shall be per protruding service connection removed.
- 3) Payment shall be at the unit price bid, per each protruding service connection removed, provided in the Bid Proposal and shall include full compensation for accessing the site, wastewater flow control, performing the protruding service connection removal, and all else incidental thereto for which separate payment is not provided under other items in the Bid Proposal.

f. Bypass pumping

- (1) These items shall provide full compensation for bypass pumping operations required for sewer and manhole repair work. The CONTRACTOR shall attempt to perform the sewer work without bypass pumping. However, if, in the opinion of the OWNER bypass pumping is necessary, it will be identified as a payment item. The pay item is a charge per day for all bypass pumping operations during a specific sewer repair, including services, regardless of the number of pumps required. Bypass Pumping shall be bid on the basis of sewer size, which is bypassed, in accordance with the technical specifications.

g. Installation in rear-yard easement

- (1) Payment shall be at the unit price bid, per easement repair performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to perform work away from vehicular traveled ways, if so requested by the OWNER, in association with any other work under this contract. This item will be paid in addition to the price paid under the corresponding work item, and will only be paid when the area where work must necessarily be performed is in the easement area and presents restrictions to vehicular access from roads, alleys, driveways, or other features suitable for access by the installation vehicles. This item shall be full compensation for all additional costs associated with working in an easement area.
- (2) When the CONTRACTOR judges that this item is applicable, the CONTRACTOR shall obtain the OWNER's concurrence on such judgment in advance of performing the work.

END OF SECTION

CIP FULL CIRCLE MAIN / LATERAL CONNECTION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work specified in this section consists of providing for the reconstruction of a particular mainline section and the adjacent lateral sewer pipe without excavation while providing a structural one-piece leak free connection at the interface of the mainline and lateral pipelines.

1.2 GENERAL

- A. The reconstruction will be accomplished using a non-woven fabric tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application. The lateral tube within a translucent inversion bladder is vacuum impregnated with the resin then placed inside a protective carrying device. The mainline liner that is physically attached to the lateral tube is affixed around a rigid launching device. The launching device and protective carrying device are winched into the existing sewer. When the launching device is properly positioned at the lateral connection, the mainline liner is inflated and the resin saturated tube is inverted up through the lateral pipe, using air or water pressure, by the action of the inversion bladder. Once the tube/resin composite is cured, the inversion bladder and launching/carrying devices are removed. The cured-in-place mainline/lateral connection repair system shall be "T-Liner" or approved equal.

1.3 QUALIFICATIONS

- A. The Qualifications of the CONTRACTOR shall be submitted with submittal. These Qualifications shall include detailed descriptions of the following:
 - 1. The CONTRACTOR shall sign and date the information provided and certify, that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel submitted will be directly involved with and used on this project. Substitutions of personnel will not be allowed without written authorization of the OWNER.
 - 2. Specialty technicians shall be certified by the proposed product manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The finished liner shall be fabricated from material as specified in this section which when cured will be resistant to the corrosive effects of the raw sewage and hydrogen sulfide.
- B. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

C. The liner shall be one piece and will consist of a lateral portion and the mainline portion with one or more layers of flexible needled felt or an equivalent non-woven material. The liner will be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the circumference or the length of the lateral liner. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The mainline liner will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the diameter of the mainline pipe. The resin will be polyester or vinyl ester or epoxy, with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Both the lateral pipe and the main connection shall have a design report documenting the design criteria, fully deteriorated pipe section for the lateral and partially deteriorated for the main (if the main has already been lined), relative to the hydrostatic pressures, depth of soil cover, and type of soil. The mainline sectional liner shall be a full-circle 16-inch long CIPP liner integrally manufactured to the lateral liner providing a seamless connection between the mainline pipe liner and the lateral liner. Installation will be accomplished remotely using air or water for inversion and curing. The cured pipe repair system shall be watertight and shall conform to the existing pipe and eliminate any leakage or connection to the outside of the host pipe/service.

D. The liner shall meet or exceed ASTM F2561-06.

E. The composite of the materials above will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods.

Physical Characteristics	Test Procedure	Minimum Value
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi
Long Term Modulus	Reduction for Creep	50%

Design Considerations	Criteria	
Tube Design	ASTM F 1216	Appendix X1
Hydrostatic Buckling	ASTM F 1216	Appendix X1

The CIPP design for the lateral tube and mainline connection shall assume no bonding to the original host pipe.

2.2 LINER DESIGN

A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth = Pipe Depth (above invert)*	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition (lateral pipe)	Fully deteriorated
Design Condition (main pipe) Lined Main Pipe	Partially deteriorated
Design Condition (main pipe) Unlined Main	Fully deteriorated

PART 3 - EXECUTION

3.1 CLEANING SEWER LINES

- A. Prior to any lining of a pipe, it shall be the responsibility of the CONTRACTOR to remove internal deposits or roots from the pipeline. Both mainline and lateral line shall be cleaned.

- B. Television survey shall be performed. Both main line and lateral line shall be televised under separate pay items utilizing a pan and tilt camera for both mains and laterals.

- C. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video and suitable log format shall be kept, and a copy turned over to the OWNER.

3.2 FLOW BYPASSING

- A. The CONTRACTOR, when required, shall provide for the transfer of flow, through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability.

3.3 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation. Such excavation shall be approved in writing by the OWNER prior to the commencement of the work.

3.5 LINER INSTALLATION

A. The tube is inspected for tears and frayed sections. The tube, in good condition, will be vacuum impregnated with the thermostat resin. The resin will be introduced into the tube creating a slug of resin at the beginning of the tube. A calibration roller will assist the resin slug to move throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. The mainline liner will be saturated upon a wet-out platform. The resin impregnated sample (wick) shall be retained by the installer to provide verification of the curing process taking place in the host pipe.

B. The saturated tube along with the inversion bladder will be inserted into the carrying device. The mainline liner is affixed on the launching device. Both the launching and carrying device is pulled into the pipe using a cable winch. The pull is complete when the open port of the launching device is aligned with the interface of the service connection and mainline pipe. The resin saturated lateral tube is completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin saturated mainline liner is supported upon the rigid launcher that is elevated above the pipe invert by means of rotating skid system. The mainline liner should not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

C. The installer shall document the placement of the liner by internal video inspection with the camera being inserted from the lateral pipe down to the mainline pipe.

D. The mainline liner is expanded against the mainline pipe and lateral tube is inverted out of the launcher/carrying device by controlled air or water pressure. The installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair. The mainline liner and the lateral tube are held tightly in place against the wall of the host pipe by controlled pressure until the cure is complete.

E. When the curing process is complete, the pressure will be released. The inversion bladder and launching device shall be removed from the host pipe with the winch. No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, should ever be left in the host pipe. Any materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the installer.

3.6 ACCEPTANCE AND TESTING

A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner.

B. Verification of a non-leaking lateral liner and service connection shall require an air test in accordance with the following specifications. Testing shall be performed at the OWNER'S discretion but at a frequency not to exceed one test for every ten liners installed.

The cost for the test shall be included in the liner installation cost, and no separate payment shall be made.

1. A camera shall be inserted into the lateral pipe via a clean-out upstream of the upper most portion of the cured in-place lateral liner. The camera is then moved through the lateral pipe until it becomes positioned at the lateral/main connection. The camera is utilized to assist in positioning and placing a pair of plugs in the mainline on either side of the lateral opening. A test device with a minimum of a ten-inch clear separation shall be centered on the lateral opening and spanning the lined connection.
2. Next, an air test plug shall be introduced into the lateral pipe. The test plug will be placed inside of the cured in-place lateral liner at its upper most portion. The test plug shall be inflated and sealed against the cured in-place lateral liner at the upstream end of the liner.
3. The testing devices within the mainline are then inflated and sealed across the service connection.
4. Air-pressure not less than 4 PSI shall be introduced through the test plug. The void area between the three plugs shall be pressurized at 4 PSI, held for 2 minutes and during this time the pressure shall not drop below 3.0 PSI.
5. If an installed cured in-place lateral liner fails the specified air test, the following corrective measures shall be taken.
 - a. The cured in-place lateral liner shall be re-inspected by use of a closed-circuit television camera in attempt to identify the defect.
 - b. Any repairs made shall consist of materials that are structural and meet or exceed the same criteria as the cured in-place lateral liner is required to meet in a domestic sewer collection system. Such materials shall have a minimum life expectancy of 50 years in accordance with ASTM F-1216 (most recent standard) Appendix X1 Design Considerations and Appendix X2 Chemical-Resistance Test.
 - c. Once the defect has been corrected, the renewed lateral pipe shall be re-tested in accordance with the air test procedure as described above.
 - d. Any corrective measures shall be performed at the CONTRACTOR's expense.
6. If any of the air tests fail, the OWNER at its option may require the CONTRACTOR to test an additional lateral at no additional charge to the OWNER. If a second air test shall fail, the OWNER at its option may require the CONTRACTOR to test additional or all of the installed cured in-place lateral linings at no additional charge to the OWNER.

3.7 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

END OF SECTION



YOUR TAXES AT WORK....

WATER RESOURCES IMPROVEMENT PROGRAM

PROJECT ITB # CIP/220762
CITY OF OCALA, FLORIDA

CITY COUNCIL:
BARRY MANSFIELD
DISTRICT 1

IRE BETHEA, Sr.
DISTRICT 2

JAY MUSLEH
DISTRICT 3

KRISTEN DREYER
DISTRICT 4

JAMES HILTY
(COUNCIL PRO-TEM)
DISTRICT 5

KENT GUINN
MAYOR

CITY OF OCALA
**CAPITAL IMPROVEMENT
PROJECTS DIVISION**

CONTRACTOR
(Name)

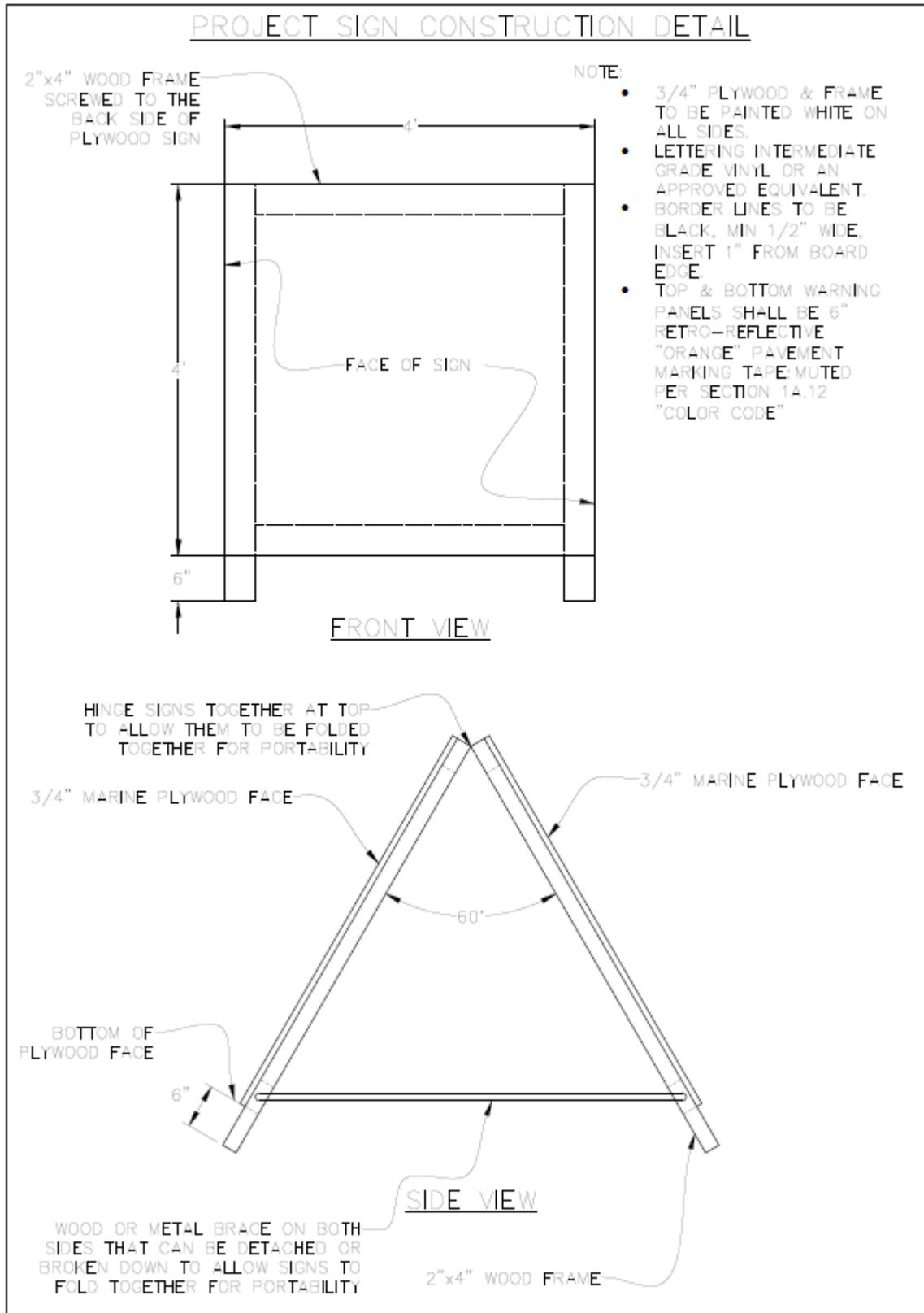
PROJECT COST
(Dollar Amount)

START DATE
(month, day, year)

COMPLETION DATE
(month, day, year)

**FOR PROJECT INFORMATION CONTACT:
CAPITAL IMPROVEMENT PROJECTS DIVISION**

352-629-8419



Title	Construction Services Agreement for Water Resources...
File name	FOR COUNCIL - Con...am - Miller P.pdf
Document ID	b3589e9113c9802907efa0b86f8409b2d49fae6b
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Status	● Signed

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01 / 04 / 2023

08:21:19 UTC-5

Sent for signature to William E. Sexton, Esq. (ws Sexton@ocalaf l.org), James P. Hilty, Sr. (jhilty@ocalaf l.org), Angel B. Jacobs (ajacobs@ocalaf l.org) and Miller Pipeline, LLC (charles.bell@millerpipeline.com) from plewis@ocalaf l.org
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VIEWED

01 / 10 / 2023

14:48:05 UTC-5

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Signed by James P. Hilty, Sr. (jhilty@ocalaf l.org)
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Title	Construction Services Agreement for Water Resources...
File name	FOR COUNCIL - Con...am - Miller P.pdf
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01 / 11 / 2023
06:49:27 UTC-5

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01 / 11 / 2023
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01 / 11 / 2023
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The document has been completed.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

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Item Details

File Number: 2023-0270

ID #: 2023-0270

Type: Agenda Item

Status: Agenda Ready

Version: 1

Placement: 8

In Control: City Council

File Created: 11/30/2022

Presented By: :

Final Action:

Formal Title: Approve award of a two-year contract to Miller Pipeline, LLC, for the Water Resources Improvement Program with an estimated aggregate expenditure of \$4,000,000

Internal Notes:

Target Meeting: 01/03/2023

Agenda Number: 8a.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Construction Services Agreement for Water Resources Improvement Program - Miller Pipeline, Inc (CIP 220762), BID TABULATION Sample Projects

Enactment Number:

Recommendation:

Hearing Date:

Entered by: egiannino@ocalafl.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	12/13/2022	Rusella Bowes-Johnson	Approve	12/15/2022
1	3	12/14/2022	Marie Brooks	Approve	12/15/2022
1	4	12/21/2022	Sean Lanier	Approve	12/16/2022
1	5	12/22/2022	Tammi Haslam	Approve	12/23/2022
1	6	12/27/2022	Corrin Fitsemons	Approve	12/26/2022
Notes: Procurement review complete. CF					
1	7	12/27/2022	Daphne Robinson	Approve	12/29/2022
Notes: Updated Council Report. Attached most recent contract draft.					
1	8	12/27/2022	Ken Whitehead	Approve	12/29/2022
1	9	12/27/2022	Jeannine Robbins	Approve	12/29/2022
Notes: Approved: Out of Office					
1	10	12/28/2022	Peter Lee	Approve	12/29/2022

History of Legislative File

Item Details Continued (2023-0270)

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/03/2023	Approved				Pass
	Action Text:						
	Notes:	Council President Hilty requested more information regarding the selection process. City Engineer & Director of Water Resources Sean Lanier responded the City evaluated two local contractors. To note, Miller Pipeline, LLC was the only contractor with a water resources improvement program contract.					
		There being no further discussion the motion carried by roll call vote.					
		Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr					

Text of Legislative File 2023-0270

Approve award of a two-year contract to Miller Pipeline, LLC, for the Water Resources Improvement Program with an estimated aggregate expenditure of \$4,000,000

BACKGROUND:

This two-year contract is for the provision of construction services for the Water Resources Improvement Program (“WRIP”) for various water, sewer gravity/forced, and reclaimed water infrastructure improvement projects that will be assigned to the Contractor based on the City’s ongoing and/or emergency needs within the City of Ocala service area.

FINDINGS AND CONCLUSIONS:

On September 9, 2022, the City issued its Invitation to Bid (“ITB”) No. CIP/220762 for the Water Resources Improvement Program. Bids were requested on a unit price basis. Bids would be tabulated based upon three (3) random sample projects utilizing the bidders’ line-item pricing, described as follows:

1. A small-scale water main project which included 6” PVC water main, removal & replacing asphalt road work, 6” directional boring, removing and replacing concrete curb & sidewalk, fire hydrants, and other associated items.
2. An 8” sewer main project which includes the installation of manholes at various depths, 6” PVC sewer services, and the abandonment of old sewer mains, and manholes; and
3. A mid-scale 8”, 10”, and 12” gravity sewer main pipe lining project.

On November 17, 2022, a total of two (2) unit price bids were received. The bid summary based on the respective bidders’ unit pricing for the sample projects appears below:

Presentation By: Sean Lanier



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0164

Agenda Item #: 10b.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:

Renewal of contract with Art Walker Construction, Inc. for lime sludge hauling services at Water Treatment Plant No. 1 with a two-year expenditure of \$180,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Excess lime sludge, the byproduct of the conventional lime softening process at Water Treatment Plant No. 1 (WTP #1), is generated at an estimated volume of 10,000 to 13,000 cubic yards annually. This material requires proper disposal and is commonly applied to agricultural pastureland to adjust the pH.

On February 21, 2024, Council approved the award of a contract for lime sludge hauling services at WTP#1 to Art Walker Construction, Inc., for a two-year term with two two-year renewals. The City of Ocala's Water Resources Department is seeking approval of a two-year renewal of Contract No. WRS/240102 with Art Walker Construction, Inc. (Art Walker), with a total expenditure of \$180,000 for the contract term.

FINDINGS AND CONCLUSIONS:

The original two-year agreement with Art Walker commenced on February 21, 2024, and is set to expire on February 20, 2026. Additional funds were added to the original contract on March 4, 2025. The current request represents the first of two available two-year renewal options. The unit cost for the lime sludge removal remains unchanged at \$8.15 per cubic yard. To date, Art Walker has hauled 26,892 cubic yards of lime sludge for a total expenditure of \$219,169.

Staff recommends approval of this contract renewal with Art Walker Construction, Inc. for a two-year term starting February 21, 2026, and ending February 20, 2028, with a total expenditure of \$180,000.

FISCAL IMPACT:

The Water Resources Department has budgeted sufficient funds in the Fiscal Year 2025-26 budget in the account string 455-030-301-533-53-34010. Additional funds will be budgeted for in the Fiscal Year 2026-27 budget.

PROCUREMENT REVIEW:

The procurement of these goods and services was conducted in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The amendment has been reviewed and approved by the City Attorney, William E. Sexton, for form and legality.

ALTERNATIVE:

- Approve
- Approve with Changes
- Table
- Deny

SUPPORT MATERIALS:

Original Agreement (.pdf)

Council Agenda Item 3/4/25 (.pdf)

First Amendment (.pdf)

FIRST AMENDMENT TO AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ART WALKER CONSTRUCTION, INC.**, a for-profit corporation duly organized and authorized in the state of Florida (EIN: 59-3417034) ("Contractor").

WHEREAS, on February 21, 2024, City and Contractor entered into an Agreement for Lime Sludge Hauling and Removal Services (the "Original Agreement"), City of Ocala Contract No.: WRS/240102, for a term of two years from February 21, 2024, through February 20, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) available two-year renewal periods available under the Original Agreement.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional two (2) year term beginning on **FEBRUARY 21, 2026**, and terminating **FEBRUARY 20, 2028**. Thereafter, this Agreement may be renewed for **ONE (1)** additional **TWO (2) YEAR** period by written consent between City and Contractor.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Art Walker Construction, Inc.
Attention: Tarrah Walker
PO Box 267
Lowell, Florida 32663
Phone: 352-629-1466
E-mail: office@artwalkerconstruction.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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



IN WITNESS WHEREOF, the parties have executed this First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

ART WALKER CONSTRUCTION, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)



AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES

THIS AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ART WALKER CONSTRUCTION, INC** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3417034) ("Contractor").

WHEREAS, on November 29, 2023, City issued a Request for Quote for the provision of lime sludge hauling and removal services, No.: WRS/240102 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the bid submitted by Art Walker Construction, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide lime sludge hauling and removal services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-2)
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED FORTY-SIX THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$146,700)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work**.
 - A. **Pricing.** Contractor shall be compensated in accordance with the unit pricing below.

Description:	UOM:	Unit Cost:
Lime Sludge Removal	Cubic Yard	\$8.15



- B. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.
- C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Water Resources Department, Attn: Robyn Preston, Address: 1805 NE 30th Avenue, Building 600, Ocala, FL 34470** E-Mail: rbpreston@ocalafl.gov Phone: 352-629-8471.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **FEBRUARY 21, 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **FEBRUARY 20, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **TWO (2) YEAR** periods by written consent between City and Contractor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of



war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:



- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.



9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills



- and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.



18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.



- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited



to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the



completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require



all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:
- | | |
|-------------------|---|
| If to Contractor: | Art Walker Construction, Inc.
Attention: Tarrah Walker
PO Box 267
Lowell, Florida 32663
Phone: 352-629-1466
E-mail: office@artwalkerconstruction.com |
|-------------------|---|



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any



objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on 2/21/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield

Barry Mansfield
City Council President

Approved as to form and legality:

ART WALKER CONSTRUCTION, INC.

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Tarah Walker

By: Tarah walker
(Printed Name)

Title: vice President
(Title of Authorized Signatory)

BACKGROUND

1. **Water Treatment Plant #1 (WTP #1)** is a conventional lime softening plant that uses quicklime to reduce calcium hardness in the drinking water. Excess lime is wasted to drying lagoons and must be removed for disposal. WTP #1 produces approximately 9,000 cubic yards of lime sludge per year.
2. Contractor shall remove and haul lime sludge approximately every **SIXTY (60)** days from the City's Water Treatment Plant #1 located at **1808 NE 36th Avenue, Ocala FL 34470**, when notified by the City that a pickup is needed.
3. City agrees to grant the Contractor the rights of use and possession of the lime hauled from the water treatment plant.

PROJECT SUMMARY AND HOURS

1. Contractor shall provide all labor and equipment to haul away all lime sludge from the premises when notified by the City that lime is available for pickup.
2. Contractor agrees to take title of all loaded lime sludge upon leaving the Water Treatment Plant #1.
3. Contractor shall provide a **minimum of five (5) trucks** on the day(s) of lime sludge removal to ensure a fast and efficient removal process. *City shall provide equipment and labor to load the lime into Contractor's trucks.* Removal shall continue on consecutive days until all lime is removed.
4. The lime sludge is typically dried over a period of two months and has little, if any, free liquids. The City will make every effort to provide the driest possible lime sludge product but upon notification, the Contractor will commence lime sludge removal within ten (10) business days, regardless of the current moisture content of the lime sludge product.
5. **Working Hours:** The time for lime sludge loading shall be between the hours of 7:30 am and 2:30 pm, Monday through Friday. There will be no hauling on City-observed holidays.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

Exhibit A – SCOPE OF WORK**CONTRACT# WRS/240102**

7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services to the Contractor for the performance of services:
 - a. Access to City buildings and facilities to perform the work.
 - b. Equipment and labor to load the lime into Contractor's trucks.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall always ensure and keep the premises free from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. City shall not be held responsible for any damages to any of the Contractor's equipment, materials, property, or clothing, whether lost, damaged, destroyed or stolen in any event.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

Certificate Of Completion

Envelope Id: 089F39BD038A49138AEA98EB9EA60A89	Status: Completed
Subject: SIGNATURE -Agreement for Lime Sludge Hauling and Removal Services (WRS/240102)	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
1/30/2024 2:46:12 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

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 Viewed: 2/9/2024 10:06:59 AM
 Signed: 2/9/2024 10:11:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tarah Walker
 office@artwalkerconstruction.com
 Vice President
 Art Walker Construction, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 A4235E399F3641B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 207.30.165.138

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 Signed: 2/12/2024 6:04:43 AM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2024 5:52:13 AM
 ID: 9548c5d1-62ba-4b4b-abdc-d4c1cf19e45d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/12/2024 5:52:13 AM
Signing Complete	Security Checked	2/12/2024 6:04:43 AM
Completed	Security Checked	2/12/2024 6:04:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Certificate Of Completion

Envelope Id: D33B909467594749AF38AE2FF6996F6B	Status: Completed
Subject: SIGNATURE - Agreement for Lime Sludge Hauling and Removal Services (WRS/240102)	
Source Envelope:	
Document Pages: 21	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
2/21/2024 11:39:05 AM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Barry Mansfield
 bmansfield@ocalafl.org
 Council President Pro Tem
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 550E4A5AC2B44F7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.253.228

Timestamp

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 Viewed: 2/21/2024 1:42:22 PM
 Signed: 2/21/2024 1:42:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/21/2024 11:40:53 AM
Certified Delivered	Security Checked	2/21/2024 5:01:58 PM
Signing Complete	Security Checked	2/21/2024 5:02:19 PM
Completed	Security Checked	2/21/2024 5:02:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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File #:	2025-0738	Status:	Passed
Type:	Agenda Item	In control:	City Council
File created:	2/14/2025	Final action:	3/4/2025
On agenda:	3/4/2025		
Title:	Approve additional expenditures under the agreement with Art Walker Construction, Inc. for lime sludge hauling services at Water Treatment Plant No. 1 with an increased aggregate expenditure amount of \$416,700		
Attachments:	1. EXECUTED CONTRACT- Agreement for Lime Sludge Hauling , 2. 2-20-2024 Council Approval		

[History \(1\)](#) [Text](#)

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):

Approve additional expenditures under the agreement with Art Walker Construction, Inc. for lime sludge hauling services at Water Treatment Plant No. 1 with an increased aggregate expenditure amount of \$416,700

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Excess lime sludge is the product of the conventional lime softening process used at Water Treatment Plant No. 1 (WTP #1) and more than 9,000 cubic yards are generated annually. This amount is increasing with City growth.

FINDINGS AND CONCLUSIONS:

On February 20, 2024, City Council approved the award of Contract No. WRS/240102 to Art Walker Construction, Inc., in the amount of \$146,700, for the provision of lime sludge hauling services for WTP #1.

Contract No. WRS/240102 is for an initial term of two years from February 21, 2024, through February 20, 2026. Since contract inception, expenditures under WRS/240102 have totaled \$134,964. Staff anticipates an additional allocation of \$270,000 is necessary to cover anticipated expenditures through the end of the contract term. This allocation will increase the aggregate contract value to \$416,700.

Staff recommends approval.

FISCAL IMPACT:

The Water Resources Department has budgeted sufficient funds in the Fiscal Year 2024-25 budget and will include funds in the Fiscal Year 2025-26 budget as follows:

FY25 455-030-301-533-53-34010 in the amount of \$135,000

FY26 455-030-301-533-53-34010 in the amount of \$135,000

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The underlying Agreement was reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SUPPORT MATERIALS:

- Original Agreement (.pdf)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0444

Agenda Item #: 10c.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:

Cost-share agreement with St. Johns River Water Management District for the Ocala Lower Floridan Aquifer Conversion Phase IV project in the amount of \$2,000,000

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On May 10, 2022, the St. Johns River Water Management District (SJRWMD) Governing Board approved grant funding for the Ocala Lower Floridan Aquifer Conversion Phase IV project in the amount of \$2,000,000. The total estimated cost of the project is \$4,000,000. With the governing board's approval, SJRWMD would fund \$1,000,000, and the Florida Department of Environmental Protection (FDEP) would fund \$1,000,000. The City will provide funding in the amount of \$2,000,000.

These funds will be eligible for work performed on or after January 5, 2026, and will expire January 5, 2028. The project is located at the Water Treatment Plant No. 2 (WTP#2) with a physical address of 3744 South Pine Avenue, Ocala, Florida.

FINDINGS AND CONCLUSIONS:

Acceptance of the grant will fund the construction of one high service pump (HSP) building and installation of one large HSP, two jockey (supporting) HSPs, and associated equipment at WTP#2.

Staff recommends approval.

FISCAL IMPACT:

An accompanying budget resolution is provided on the same Council agenda. The SJRWMD agrees to reimburse the City a total not to exceed amount of \$2,000,000, and the City's share is \$2,000,000. Grant expenditures will be tracked in account # 308-050-351-533-69-65010. Matching funds are available in account #308-030-351-533-69-65010.

PROCUREMENT REVIEW:

This Agreement has been reviewed and approved in compliance with City policies.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Deny
- Table
- Direct Staff Otherwise

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF OCALA**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF OCALA “Recipient”), whose address is 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District’s 2022-23 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided herein will benefit water resources and one or more of the District’s missions and initiatives.

At its May 10, 2022, meeting, the Governing Board selected Recipient’s proposal for cost-share funding. Since that time, the parties have worked together to secure grant funding and are now prepared to formalize this Agreement.

The parties have agreed to jointly fund the following project as described in the Statement of Work, Attachment A (hereafter the “Project”):

Ocala Lower Floridan Aquifer Conversion – Phase IV

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work, (3) application documents, incorporated herein and (4) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

The term of this Agreement is from the date upon which the last party has dated and executed the Agreement, (“Effective Date”) until March 31, 2028 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before December 31, 2027. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (b) If the Project, which is eligible for District reimbursement, does not begin before June 30, 2026, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

- (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed 50% of total Construction Cost (at the time of entering this Agreement, the cost is estimated at \$4,000,000) or \$2,000,000, whichever is less.
- (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (c) “Construction Cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction Cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.

- (d) The parties agree that Construction Cost excludes (1) any cost incurred by Recipient prior to the Effective Date, and (2) costs of design and permitting. Said costs are not eligible for reimbursement under this Agreement.
- (e) Work performed or expenses incurred after the Completion Date are not eligible for cost-share reimbursement.
- (f) The anticipated source of the Project Cost-share Funding Amount is:

Percentage of Construction Cost	Not to Exceed Amount	Source
25%	\$1,000,000	District sources
25%	\$1,000,000	State sources

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A, for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share Funding Amount specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient’s name, address, and authorization to directly deposit payment into Recipient’s account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient’s invoice number and date of invoice; (4) District Project Manager; (5) Recipient’s Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), and as required by, “CONTRACT

PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS,” Attachment D hereto, “FDEP REVENUE AGREEMENT”, Attachment E hereto, “FDEP REVENUE AGREEMENT AMENDMENT 1”, Attachment F hereto, “FDEP REVENUE AGREEMENT AMENDMENT 2”, Attachment G hereto, and “FDEP REVENUE AGREEMENT AMENDMENT 3”, Attachment H hereto; and (7) Progress Report (if required). Recipient should not include its Federal Employer Identification Number (FEIN) or its Social Security Number on the invoices. Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties’ current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) (“Annual Spending Plan”). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District’s Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers’ compensation, and automobile insurance as required by their current rules and regulations. If monies provided through the Florida Department of Environmental Protection (“FDEP”) funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment I, to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District’s Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District’s Governing Board for each succeeding Fiscal Year. Should the Project not

be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-312-2359
Email: NTripathi@sjrwmd.com

RECIPIENT

Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Avenue, Building 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: rjohnson@ocalafl.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all

questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **FLORIDA SINGLE AUDIT ACT**
- (a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.
- If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).
- (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the State of Florida, Florida Springs Grant Program, in the amount of \$1,000,000. The Florida Catalog of State Financial

Assistance (CSFA) number for this program is CSFA No. 37.052. The District is providing funding in the amount of \$1,000,000.

- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records

upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

19. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. INDEPENDENCE OF PARTIES. The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

21. CONFLICTING INTEREST IN RECIPIENT. Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. NON-LOBBYING. Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. PERMITS. Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. CERTIFICATION.

Contractor certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement

at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.

26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(a) IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwmd.com**

(b) IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT RECIPIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

**City of Ocala, Office of the City Clerk
City Hall, 110 SE Watula Avenue, Ocala, FL 34471
352-629-8266
clerk@ocalafl.gov**

27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.
28. **COMMON CARRIER.** Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Consultant shall complete Attachment J, the Common Carrier or Contracted Carrier Attestation.

29. IRON & STEEL FOR PUBLIC WORKS.

- (a) For purposes of this section, “Public Works Project” or “Project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.
- (b) If this Agreement funds a Public Works Project or the purchase of materials to be used in a Public Works Project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as set forth in §255.0993, Fla. Stat. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
 - (i) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
 - (ii) the use of iron or steel products produced in the United States will increase the total cost of the Project by more than twenty percent (20%); or
 - (iii) complying with this requirement is inconsistent with the public interest.
- (c) Minimal use of foreign steel and iron materials is permitted if:
 - (i) such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and
 - (ii) the “cost” of such materials, as defined in §255.0993, Fla. Stat., does not exceed one-tenth of one percent (1%) of the total compensation under this Agreement or \$2,500, whichever is greater.
- (d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this section.
- (e) This section shall be applied in a manner consistent with and may not be construed to impair the State of Florida’s obligations under any international agreement.
- (f) The District’s Project Manager may require Recipient to certify its compliance with this section, or otherwise provide sufficient information to document its compliance, with its invoice for payment.

(This section is intentionally left blank)

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF OCALA

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____
Kristen Dreyer City Council President

Date: _____

Date: _____

Attachments:

- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form
- Attachment D — Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment E — FDEP Revenue Agreement
- Attachment F — FDEP Revenue Agreement Amendment 1
- Attachment G — FDEP Revenue Agreement Amendment 2
- Attachment H — FDEP Revenue Agreement Amendment 3
- Attachment I — Insurance Requirements
- Attachment J - Common Carrier Or Contracted Carrier Attestation Form

**ATTACHMENT A —STATEMENT OF WORK
OCALA LOWER FLORIDAN AQUIFER CONVERSION – PHASE IV**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost-share Initiative Program in Fiscal Year (FY) 2022-23 to develop and implement resource and water supply development projects and promote conservation. On May 10, 2022, the District’s Governing Board approved funding for cooperative cost-share projects. Each project selected for funding will have a positive benefit to one or more of the District’s core missions; including water supply, water quality, natural systems, or flood mitigation.

The City of Ocala (Recipient) has been awarded funding for their Ocala Lower Floridan Aquifer Conversion – Phase IV (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this Agreement is to provide cost-share dollars that will enable the Recipient to construct the Project, which is the fourth (4th) phase of a multi-phased project (part of multi-year Springs Restoration funding), to convert a portion of the City of Ocala’s water supply source from the Upper Floridan to the Lower Floridan Aquifer. Upon completion of the multi-phased project, the estimated natural systems benefit to Silver Springs is estimated to be 7 cubic feet per second flow increase from an associated alternative water supply benefit of 7.5 million gallons per day (MGD).

III. SCOPE OF WORK

The Project includes construction of one (1) high service pump (HSP) building and installation of one (1) large HSP, two (2) jockey HSPs and associated equipment at the City of Ocala’s Water Treatment Plant No. 2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final specifications;
- Obtain all required permits, subsequent operation, and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for implementation;
- Perform supervision and inspection of construction;
- Perform contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District’s Project Manager:

- Timely invoices for actual Construction Cost in accordance with this cost-share Agreement to enable proper review by the District’s Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
 - Final invoice submittals for completed construction including inspections and dated color photographs of the site prior to, during and immediately following completion of the task;

- Construction plans, specifications, and contract documents for the site work must be made available upon request; and
- Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Director at grants@sjrwmd.com.
- The Recipient shall submit a final project report within 15 days of final completion and acceptance detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share Agreement is March 31, 2028. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	January 5, 2026	January 5, 2028

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final Project report. If the total actual cost of this Project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs incurred after the Effective Date. Costs incurred prior to the Effective Date, will not be eligible for reimbursement.

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management
District
Project Progress Report

Contract #: 41766

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Ocala Lower Floridan Aquifer Conversion – Phase IV		
Recipient:	City of Ocala		
SJRWMD Contract Number:	41766	SJRWMD Project Manager:	Nitesh Tripathi
		Recipient's Project Manager:	Rusella Bowes-Johnson

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Avenue, Building 600
Ocala, Florida 34470

FROM: Nitesh Tripathi, Project Manager

CONTRACT NUMBER: 41766

CONTRACT TITLE: Ocala Lower Floridan Aquifer Conversion – Phase IV

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Nitesh Tripathi, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

ATTACHMENT E – FDEP REVENUE AGREEMENT
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Ocala Lower Aquifer LFA Conversion Phase 1 Agreement Number: LP4211R

2. Parties State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: St. Johns River Water Management District Entity Type: Water Management District
Grantee Address: Post Office Box 1429, Palatka, Florida 32177 FEID: 59-1519123 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2023

4. Project Number: _____ Project Location(s): Lat/Long (29.153, -82.112)
(If different from Agreement Number)

Project Description: The project will construct three production wells at Water Treatment Plant No. 2.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$602,812.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 19-20, GAA Section 61	\$602,812.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$602,812.00

6. Department's Grant Manager Name: <u>Arlene Acevedo</u> or successor	Grantee's Grant Manager Name: <u>Adam Hughes</u> or successor
Address: <u>Dept. Environmental Protection</u> <u>3900 Commonwealth Blvd. MS-3602</u> <u>Tallahassee, Florida 32399</u>	Address: <u>St. Johns River Water Management District</u> <u>Post Office Box 1429</u> <u>Palatka, Florida 32177</u>
Phone: <u>(850) 245-2819</u>	Phone: <u>(386) 643-1990</u>
Email: <u>Arlene.Acevedo@dep.state.fl.us</u>	Email: <u>ahughes@sjrwmd.com</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

St. Johns River Water Management District

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Wendy L. Cox

7-2-19

Ann B. Shortelle, Ph.D., Executive Director, or designee

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

[Signature]

7/3/19

Trina Vielhauer - Director of Water Restoration Assistance

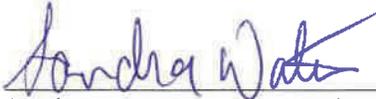
Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures



Arlene Acevedo, DEP Grant Manager



Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

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The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP4211R**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation and Employer’s Liability Coverage.

The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S., and employer’s liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long 29.153, -82.112. See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The project will construct three production wells at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District (Grantee). The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,205,626 from the City of Ocala and \$602,812 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer’s Certification of Payment Request.

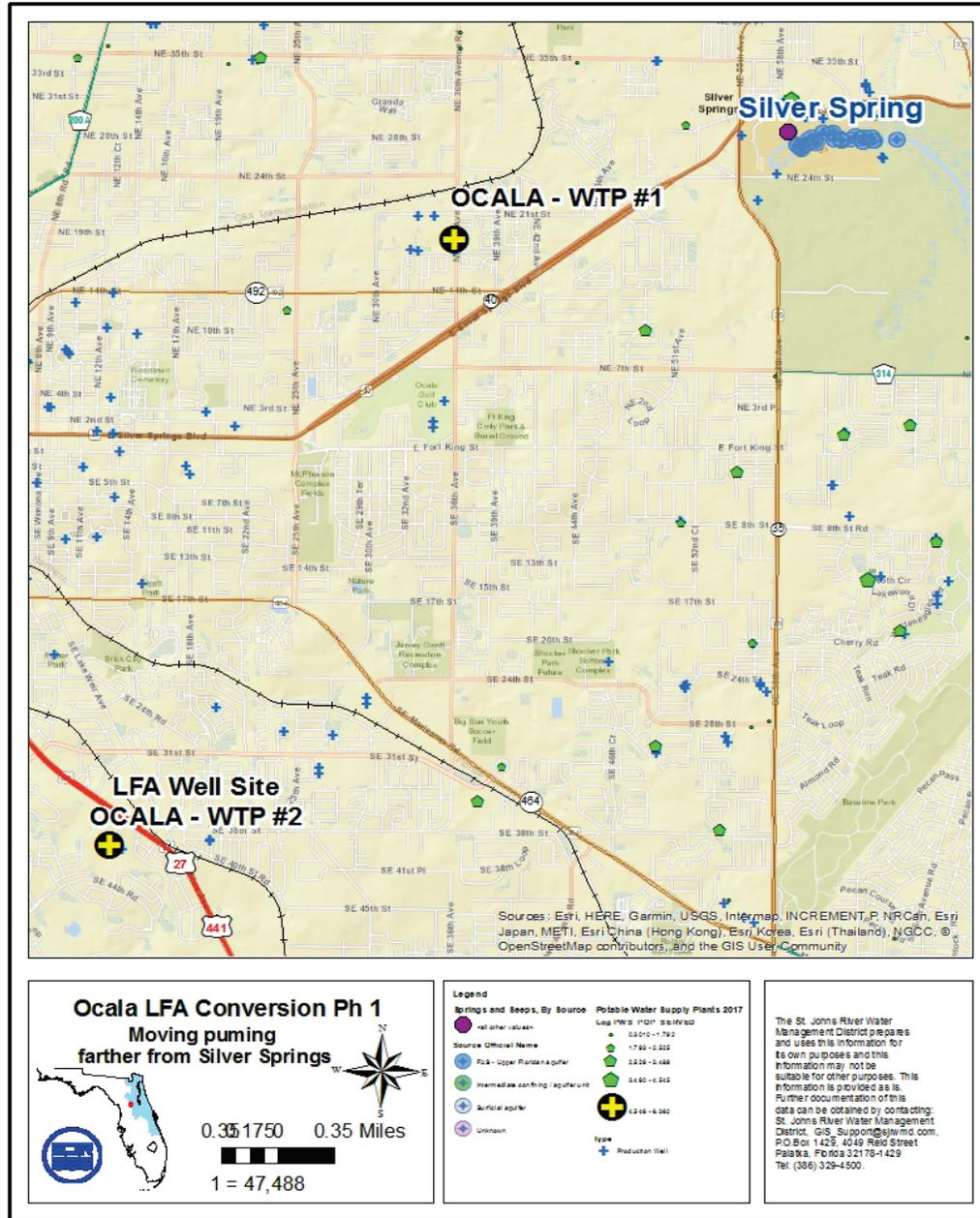
Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$602,812	07/01/2019	12/31/2022
Total:			\$602,812		

Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	GAA, Section 61	2019-2020	37.052	Florida Springs Grant Program	087870

Total Award					\$602,812
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP4211R
Grantee Name:	SJRWMD
Grantee Address:	Post Office Box 1429 Palatka 32177
Grantee's Grant Manager:	Adam Hughes
Reporting Period:	
Project Number and Title:	LP4211R Ocala Lower Aquifer LFA Conversion Phase I

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP4211R and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit C

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

INTEROFFICE MEMORANDUM

Date: September 26, 2017

To: Ann B. Shortelle, Ph.D., Executive Director *[Signature]*

Through: Lisa A. Kelley, Chief of Staff *[Signature]*
 William Abrams, General Counsel *Thomas Mayton for*
 Mary-Lou Pickles, Director, Office of Financial Services *Mary-Lou Pickles*

From: Wendy Cox, Procurement Program Manager/Procurement Director *Wendy L. Cox*
 Office of Financial Services

Subject: Signing Approved Procurement Actions (Amended)

RECOMMENDATION

Authorization for the Procurement Program Manager (soon to be known as the Procurement Director), or the Director of the Office of Financial Services, to execute Procurement-related contractual actions that have been approved by the Executive Director (including those already approved by the Governing Board), Division or Office Director, or Bureau Chief through the District's new contract generation and management system (Matrix).

BACKGROUND

In October 2015, the District contracted with C-Lutions to provide a third-party hosted application to generate and manage the District's contracts. All active legacy contract data was uploaded to Matrix, and the system went live on Monday, December 12, 2016.

DISCUSSION

During the routing and review process in Matrix, the authorized signatory (the Executive Director, Division or Office Director, or Bureau Chief) depending on the amount of the contractual action will be able to approve the contractual action electronically by a click in an approval box. Because the actual approval will already have been made and stored electronically, the physical signing of the agreement would be a ministerial act implementing that approval.

To provide a more efficient process for executing procurement actions, your authorization is requested to allow the Procurement Program Manager or the Director of the Office of Financial Services, to sign procurement actions. The official authorized approval for each procurement action will be captured in Matrix through an Audit Log that will record when internal reviews and approvals occur.

ATTACHMENT F – FDEP REVENUE AGREEMENT AMENDMENT 1
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 1
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and St. Johns River Water Management District, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1, effective July 3, 2019; and,

WHEREAS, funding in the amount \$602,812 was provided under Section 61 of the 2019-2020 General Appropriations Act for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (“Project”); and,

WHEREAS, \$120,000 in additional funding for this Project was provided under Line Item 1657 of the 2019-2020 General Appropriations Act; and the total funding for this Agreement is now \$722,812.

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
2. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
3. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP4211R to be duly executed, the day and year last written below.

ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT

By: Wendy L. Cox
Name/Title of Person Authorized to Sign

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or Designee

Ann B. Shortelle, Ph.D., Executive Director, or designee
Print Name of Authorized Person

Date: 1/8/20

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 1/13/2020

Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Sandra Waters
Sandra Waters, DEP OC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (3 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 Page)

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long 29.153, -82.112. See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The Project will construct three production wells at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District (Grantee). The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,565,626 from the City of Ocala and \$602,812 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This project grant is part of a multi-year springs improvement plan, which may be amended, and requires a local match of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in **Attachment 3-1**, Figure 2, **“Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan.”** Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the **“Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan”**. Under this Agreement, the project identified in Figure 2 will have priority consideration as funds become available and this project does not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$722,812	07/01/2019	12/31/2022
Total:			\$722,812		

Figure 1: Location Map

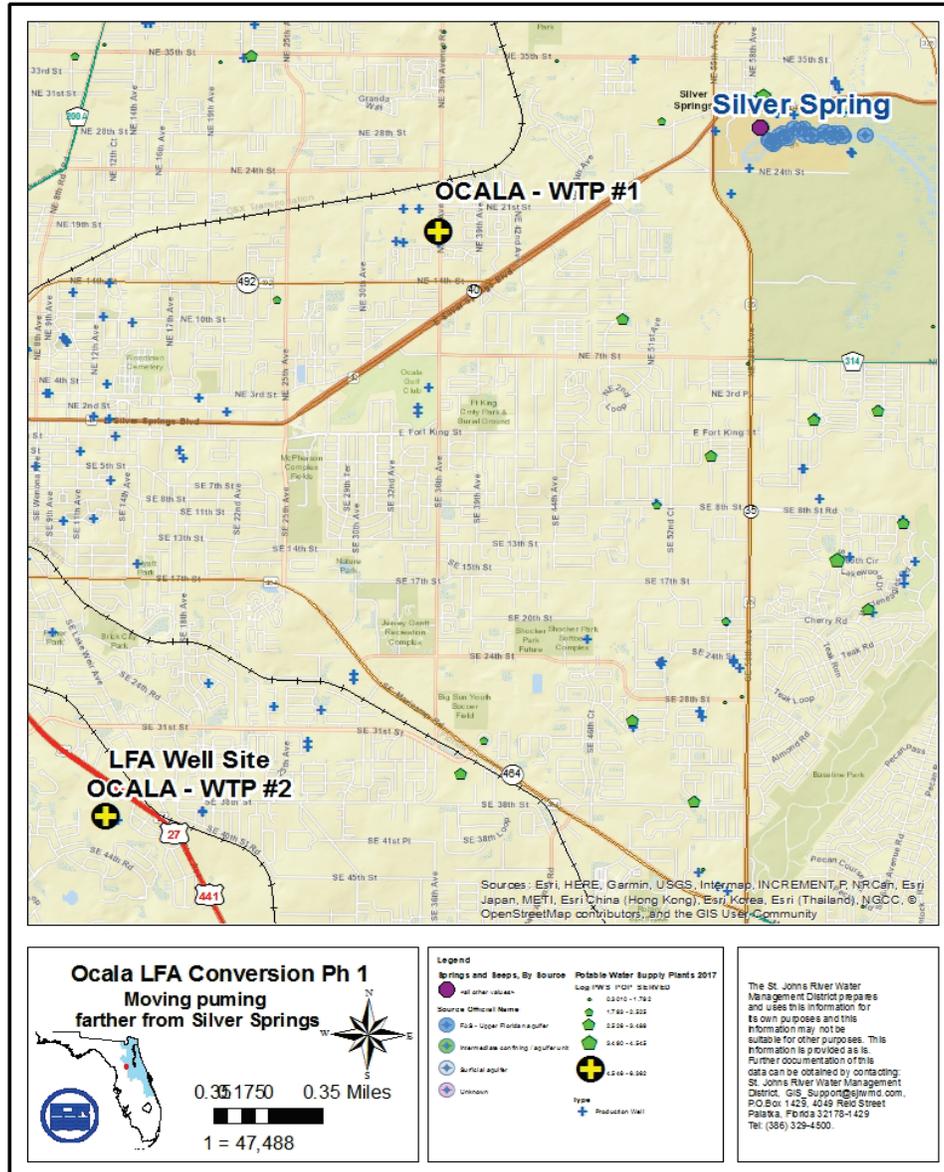


Figure 2: Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan

	I. TOTAL PROJECT COST				II. Year 1 - (FY20) Project Funding Breakout				III. Year 2 - (FY21) Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Project Cost	DEP/State Funding Amount	Local Match	WMD Match - Cash	TOTAL Year 1 Funding	DEP/State Funding Amount	Local Match - Cash	WMD Match - Cash	TOTAL Year 2 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 12,722,812	\$ 26,668,776	\$ 12,722,812	\$ 52,114,400	\$ 722,812	\$ 1,445,626	\$ 722,812	\$ 2,891,250	\$ 1,500,000	\$ 1,763,770	\$ 1,500,000	\$ 4,763,770
	III. Year 3 - (FY22) Project Funding Breakout				III. Year 4 - (FY23) Project Funding Breakout				III. Year 5 - (FY24) Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 3 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 4 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 5 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 2,670,600	\$ 1,500,000	\$ 5,670,600	\$ 1,500,000	\$ 5,752,710	\$ 1,500,000	\$ 8,752,710	\$ 1,500,000	\$ 1,112,400	\$ 1,500,000	\$ 4,112,400
	VI. Year 6 (FY25) - Project Funding Breakout				VI. Year 7 (FY26) - Project Funding Breakout				VII. Year 8 (FY27) - Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year6 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 7 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 8 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 5,414,165	\$ 1,500,000	\$ 8,414,165	\$ 1,500,000	\$ 3,731,185	\$ 1,500,000	\$ 6,731,185	\$ 1,500,000	\$ 1,925,100	\$ 1,500,000	\$ 4,925,100
	VIII. Year 9 (FY28) - Project Funding Breakout											
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 9 Funding								
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 2,853,220	\$ 1,500,000	\$ 5,853,220								

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5-1, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection GAA, Section 61	2019-2020	37.052	Statewide Surface Water Restoration and Wastewater Projects (Springs)	\$602,812	087870
Amendment No.1	Department of Environmental Protection GAA, Line Item 1657	2019-2020	37.052	Statewide Surface Water Restoration and Wastewater Projects (Springs)	\$120,000	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$722,812	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement) [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-1, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP4211R
Project Title:	Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.
Grantee Name:	St. Johns River Water Management District
Grantee's Grant Manager:	Adam Hughes
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Construction

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

INTEROFFICE MEMORANDUM

Date: September 26, 2017

To: Ann B. Shortelle, Ph.D., Executive Director *AS*

Through: Lisa A. Kelley, Chief of Staff *LAK*
 William Abrams, General Counsel *Thomas Mayton for*
 Mary-Lou Pickles, Director, Office of Financial Services *Mary-Lou Pickles*

From: Wendy Cox, Procurement Program Manager/Procurement Director *Wendy L. Cox*
 Office of Financial Services

Subject: Signing Approved Procurement Actions (Amended)

RECOMMENDATION

Authorization for the Procurement Program Manager (soon to be known as the Procurement Director), or the Director of the Office of Financial Services, to execute Procurement-related contractual actions that have been approved by the Executive Director (including those already approved by the Governing Board), Division or Office Director, or Bureau Chief through the District's new contract generation and management system (Matrix).

BACKGROUND

In October 2015, the District contracted with C-Lutions to provide a third-party hosted application to generate and manage the District's contracts. All active legacy contract data was uploaded to Matrix, and the system went live on Monday, December 12, 2016.

DISCUSSION

During the routing and review process in Matrix, the authorized signatory (the Executive Director, Division or Office Director, or Bureau Chief) depending on the amount of the contractual action will be able to approve the contractual action electronically by a click in an approval box. Because the actual approval will already have been made and stored electronically, the physical signing of the agreement would be a ministerial act implementing that approval.

To provide a more efficient process for executing procurement actions, your authorization is requested to allow the Procurement Program Manager or the Director of the Office of Financial Services, to sign procurement actions. The official authorized approval for each procurement action will be captured in Matrix through an Audit Log that will record when internal reviews and approvals occur.

ATTACHMENT G – FDEP REVENUE AGREEMENT AMENDMENT 2
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 2
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (Project), effective July 3, 2019; and,

WHEREAS, \$1,102,850 in additional funding for this Project is provided under Line Item 1605 of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$1,825,662; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1605 of the 2021-2022 General Appropriations Act begins on July 1, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement to allow additional time for completion of the construction; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,825,662.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, Section 61, FY 19-20, LATF	\$602,812
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 19-20, LATF	\$120,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI, 1605, FY 21-22, LATF	\$1,102,850
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,825,662

3. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Arlene Acevedo	Name: Christopher Williams
Address: Dept. Environmental Protection 3900 Commonwealth Blvd, MS-3602 Tallahassee, Florida 32399	Address: St. Johns River Water Management District Post Office Box 1429 Palatka, FL 32178-1429
Phone: (850) 245-2819	Phone: (386) 643-1195
Email: Arlene.Acevedo@FloridaDEP.gov	Email: cwilliam@sjrwmd.com

4. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
5. Attachment 5-1, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-1, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.
6. Exhibit A-1, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-2, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A-1 shall hereinafter refer to Exhibit A-2.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Wendy L. Cox
Authorized Signature

By: _____
Secretary or Designee

Michael A. Register, Executive Director, P.E.
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: 8/1/22

Date: _____

Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Zachary Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements
Exhibit	A-2	Progress Report Form

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long (29.153, -82.112). See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The St. Johns River Water Management District (Grantee) will construct three production wells, one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water, and a new motor, pump, and control panel with variable frequency drive at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District. The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$3,209,396 from the City of Ocala and \$1,825,662 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This Project grant is part of a multi-year springs improvement plan, which may be amended. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in **Attachment 3-2**, Figure 2, “**Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year Plan**.” Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the “**Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year Plan**”. Under this Agreement, the project identified in Figure 2 will have priority consideration as funds become available and this project does not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells, one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water, and a new motor, pump, and control panel with variable frequency drive at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,825,662	07/01/2019	04/30/2026
Total:			\$1,825,662		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map

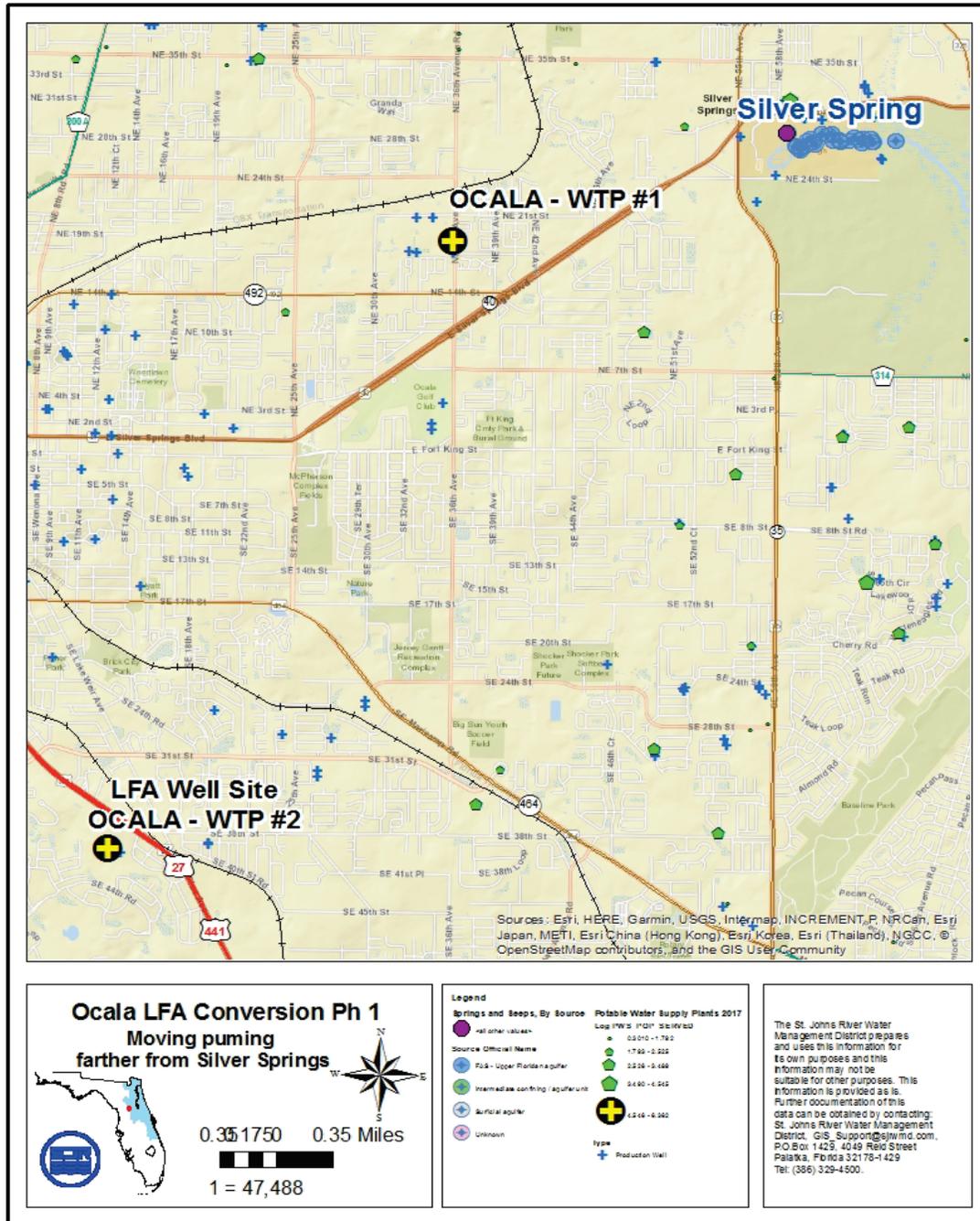


Figure 2:

Ocala Lower Floridan Aquifer Conversion Multi-Year Plan											
I. TOTAL PROJECT COST				II. Year 1 - (FY20) Project Funding Breakout				III. Year 2 - (FY22) Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Project Cost	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 1 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 2 Funding
\$ 11,222,812	\$ 26,668,776	\$ 10,825,662	\$ 48,717,250	\$ 722,812	\$ 1,445,626	\$ 722,812	\$ 2,891,250	\$ 1,102,850	\$ 1,763,770	\$ 1,102,850	\$ 3,969,470
IV. Year 3 - (FY24) Project Funding Breakout				V. Year 4 - (FY25) Project Funding Breakout				VI. Year 5 - (FY26) Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 3 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 4 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 5 Funding
\$ 1,897,150	\$ 5,752,710	\$ 1,500,000	\$ 9,149,860	\$ 1,500,000	\$ 1,112,400	\$ 1,500,000	\$ 4,112,400	\$ 1,500,000	\$ 5,414,165	\$ 1,500,000	\$ 8,414,165
VII. Year 6 (FY27) - Project Funding Breakout				VIII. Year 7 (FY28) - Project Funding Breakout				IX. Year 8 (FY29) - Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 6 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 7 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 8 Funding
\$ 1,500,000	\$ 3,731,185	\$ 1,500,000	\$ 6,731,185	\$ 1,500,000	\$ 1,925,100	\$ 1,500,000	\$ 4,925,100	\$ 1,500,000	\$ 5,523,820	\$ 1,500,000	\$ 8,523,820

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5-2

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5-2, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - Section 61	\$602,812	087870
Amendment No. 1	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - LI 1657	\$120,000	087870
Amendment No. 2	Department of Environmental Protection	2021-2022	37.052	Florida Springs Grant Program - LI 1605	\$1,102,850	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,825,662
--------------------	--------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-2, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-2
Progress Report Form**

DEP Agreement No.:	LP4211R
Project Title:	Ocala Lower Aquifer LFA Conversion Phase 1
Grantee Name:	St. Johns River Water Management District
Grantee's Grant Manager:	Chris Williams
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**

- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

ATTACHMENT H – FDEP REVENUE AGREEMENT AMENDMENT 3
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 3
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the St. Johns River Water Management District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (Project), effective July 3, 2019; and,

WHEREAS, \$204,675 in additional funding for this Project is provided under Line Item 1657 of the 2022-2023 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1657 of the 2022-2023 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, \$795,325 in additional funding for this Project is provided under Line Item 1698 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$2,825,662; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1698 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,825,662.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, Section 61, FY 19-20, LATF	\$602,812.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 19-20, LATF	\$120,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1605, FY 21-22, LATF	\$1,102,850.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 22-23, LATF	\$204,675.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1698, FY 23-24, LATF	\$795,325.00
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$2,825,662.00

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3. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties.

A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

5. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
6. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.
7. Exhibit A-2, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-3, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-3.
8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Mary Ellen Winkler Digitally signed by Mary Ellen Winkler
Date: 2025.09.11 15:17:03 -04'00'
Authorized Signature

Mary Ellen Winkler, J.D., Assistant Executive Director
Print Name and Title

Date: 09/11/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht
Date: 2025.09.12 16:32:30 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: 9/12/2025

Digitally signed by Arlene Acevedo
Date: 2025.09.12 12:17:39 -04'00'
Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Digitally signed by Nathan Jagoda
Date: 2025.09.12 16:03:09 -04'00'
Nathan Jagoda
Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Attachment	5-3	Revised Special Audit Requirements
Exhibit	A-3	Progress Report Form

**ATTACHMENT 3-3
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long (29.153, -82.112). See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan Aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated natural systems benefit to Silver Springs is a 7 cubic feet per second (CFS) flow increase. A secondary benefit includes an alternative water supply benefit of 7.5 million gallons per day (MGD).

PROJECT DESCRIPTION: The St. Johns River Water Management District (Grantee) will construct three production wells and drill an Upper Floridan Aquifer well for blending with LFA well water including the installation of pumps, motors and control panels with variable frequency drives at WTP No. 2. The Grantee will also construct a 3,000,000-gallon storage tank and a High-Service Pump (HSP) building, including the installation of one large HSP, two jockey HSP's and associated equipment at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District. The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$5,651,324 from the City of Ocala and \$2,825,662 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

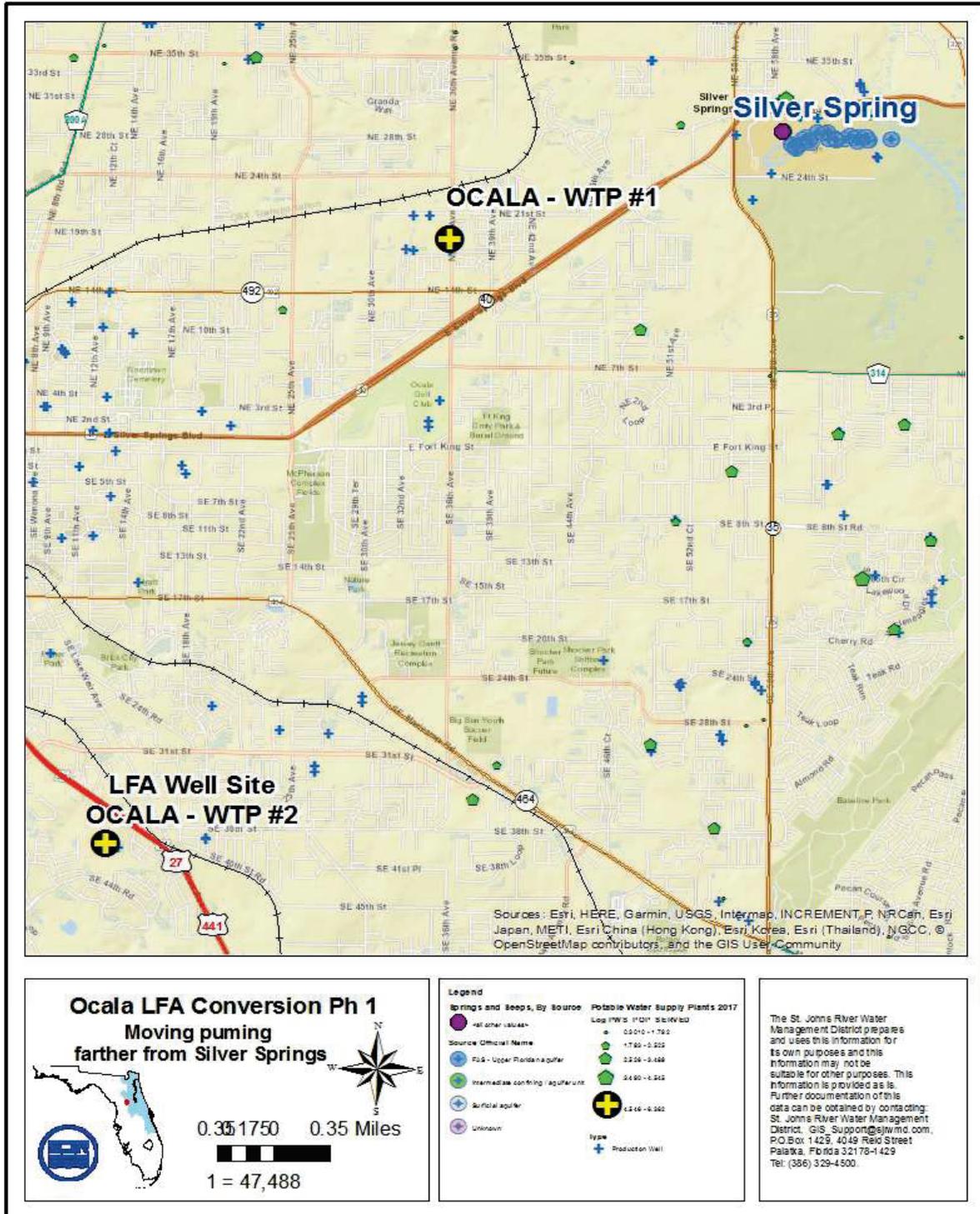
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$2,825,662	07/01/2019	04/30/2029
Total:			\$2,825,662		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-3

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - Section 61	\$602,812.00	087870
Amendment 1	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - LI 1657	\$120,000.00	087870
Amendment 2	Department of Environmental Protection	2021-2022	37.052	Florida Springs Grant Program - LI 1605	\$1,102,850.00	087870
Amendment 3	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant Program - LI 1657	\$204,675.00	087870
Amendment 3	Department of Environmental Protection	2023-2024	37.052	Florida Springs Grant Program - LI 1698	\$795,325.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,825,662.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5-3, Exhibit 1

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-3, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/1/25

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-3
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

ATTACHMENT I — INSURANCE REQUIREMENTS

Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting Recipient's required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. Such policies shall cover all employees engaged in any contract Work. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3)

independent contractors, and (4) property in the care, control, or custody of the Contractor.
Extensions shall be added, or exclusions deleted to provide the necessary coverage.

(c) Automobile Liability. Minimum limits of liability shall be as follows:

1. \$300,000 — Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
2. \$300,000 — Hired and Non-owned Automobile Liability Coverage

ATTACHMENT J - COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION FORM

This form must be completed by Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Contractor acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

CITY OF OCALA (check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-121

Agenda Item #: 10d.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:

Budget Resolution 2026-121 to accept and appropriate funds from St. Johns River Water Management District for the Lower Floridan Aquifer Conversion Phase IV project in the amount of \$2,000,000 and transfer the cost share amount of \$2,000,000 from the Water Resources fund reserve for contingencies account

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On May 10, 2022, the St. Johns River Water Management District (SJRWMD) Governing Board approved grant funding for the Ocala Lower Floridan Aquifer Conversion Phase IV project for \$2,000,000. The total estimated cost of the project is \$4,000,000. Under the governing board approval, SJRWMD would fund \$1,000,000, and the Florida Department of Environmental Protection (FDEP) would fund \$1,000,000. The City will provide \$2,000,000 in funding.

These funds will be eligible for work performed on or after January 5, 2026, and will expire January 5, 2028. The project is located at the Water Treatment Plant No. 2 (WTP#2) with a physical address of 3744 South Pine Avenue, Ocala, Florida.

FINDINGS AND CONCLUSIONS:

Acceptance of the grant will fund the construction of one high service pump (HSP) building, the installation of one large HSP, two jockey (supporting) HSPs, and associated equipment at WTP#2.

Staff recommends approval.

FISCAL IMPACT:

The SJRWMD agrees to reimburse the City a total not to exceed amount of \$2,000,000. Grant expenditures will be tracked in account 308-050-351-533-69-65010. The City's estimated share of \$2,000,000 will be available in account string 308-030-351-533-69-65010.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Deny
- Table
- Direct Staff Otherwise

BUDGET RESOLUTION 2026-121

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THE LOWER FLORIDAN AQUIFER CONVERSION PHASE IV PROJECT IN THE AMOUNT OF \$2,000,000 AND TRANSFER FUNDS FOR THE COST SHARE AMOUNT OF \$2,000,000

WHEREAS, the St. Johns River Water Management has awarded grant funds in the amount \$2,000,000 for the Ocala Lower Floridan Aquifer Conversion Phase IV Project; and

WHEREAS, the grant is to share in the costs to construct: one (1) high service pump (HSP) building and installation of one large HSP; two (2) jockey HSPs; and associated equipment at the City of Ocala's Water Treatment Plant No. 2; and

WHEREAS, the grant funding represents a not-to-exceed amount of \$2,000,000 of the total estimated construction cost of \$4,000,000; and

WHEREAS, the City will provide a cost share amount of \$2,000,000, which is available in the Water Resources reserve for contingencies account.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below to accept and appropriate \$2,000,000 in grant funding from the St. Johns River Water Management District and appropriate the respective matching funds.

Source:

308-337-000-000-07-33743	SJRWMD Grant	\$2,000,000
455-099-999-536-81-99800	Reserve for Contingencies	(\$2,000,000)
308-381-000-000-19-38455	Trf In-Water & Sewer Fund	\$2,000,000

Use:

308-050-351-533-69-65010	Construction in Progress	\$2,000,000
455-099-999-536-81-91308	Trf-Water & Sewer Fund	\$2,000,000
308-030-351-533-69-65010	Construction in Progress	\$2,000,000

This resolution adopted this _____ day of _____, 2026.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF OCALA**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF OCALA “Recipient”), whose address is 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District’s 2022-23 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided herein will benefit water resources and one or more of the District’s missions and initiatives.

At its May 10, 2022, meeting, the Governing Board selected Recipient’s proposal for cost-share funding. Since that time, the parties have worked together to secure grant funding and are now prepared to formalize this Agreement.

The parties have agreed to jointly fund the following project as described in the Statement of Work, Attachment A (hereafter the “Project”):

Ocala Lower Floridan Aquifer Conversion – Phase IV

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work, (3) application documents, incorporated herein and (4) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

The term of this Agreement is from the date upon which the last party has dated and executed the Agreement, (“Effective Date”) until March 31, 2028 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before December 31, 2027. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (b) If the Project, which is eligible for District reimbursement, does not begin before June 30, 2026, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

- (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed 50% of total Construction Cost (at the time of entering this Agreement, the cost is estimated at \$4,000,000) or \$2,000,000, whichever is less.
- (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (c) “Construction Cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction Cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.

- (d) The parties agree that Construction Cost excludes (1) any cost incurred by Recipient prior to the Effective Date, and (2) costs of design and permitting. Said costs are not eligible for reimbursement under this Agreement.
- (e) Work performed or expenses incurred after the Completion Date are not eligible for cost-share reimbursement.
- (f) The anticipated source of the Project Cost-share Funding Amount is:

Percentage of Construction Cost	Not to Exceed Amount	Source
25%	\$1,000,000	District sources
25%	\$1,000,000	State sources

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A, for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share Funding Amount specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient’s name, address, and authorization to directly deposit payment into Recipient’s account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient’s invoice number and date of invoice; (4) District Project Manager; (5) Recipient’s Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), and as required by, “CONTRACT

PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS,” Attachment D hereto, “FDEP REVENUE AGREEMENT”, Attachment E hereto, “FDEP REVENUE AGREEMENT AMENDMENT 1”, Attachment F hereto, “FDEP REVENUE AGREEMENT AMENDMENT 2”, Attachment G hereto, and “FDEP REVENUE AGREEMENT AMENDMENT 3”, Attachment H hereto; and (7) Progress Report (if required). Recipient should not include its Federal Employer Identification Number (FEIN) or its Social Security Number on the invoices. Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties’ current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) (“Annual Spending Plan”). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District’s Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers’ compensation, and automobile insurance as required by their current rules and regulations. If monies provided through the Florida Department of Environmental Protection (“FDEP”) funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment I, to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District’s Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District’s Governing Board for each succeeding Fiscal Year. Should the Project not

be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-312-2359
Email: NTripathi@sjrwmd.com

RECIPIENT

Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Avenue, Building 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: rjohnson@ocalafl.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all

questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **FLORIDA SINGLE AUDIT ACT**
- (a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.
- If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).
- (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the State of Florida, Florida Springs Grant Program, in the amount of \$1,000,000. The Florida Catalog of State Financial

Assistance (CSFA) number for this program is CSFA No. 37.052. The District is providing funding in the amount of \$1,000,000.

- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records

upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

19. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. INDEPENDENCE OF PARTIES. The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

21. CONFLICTING INTEREST IN RECIPIENT. Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. NON-LOBBYING. Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. PERMITS. Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. CERTIFICATION.

Contractor certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement

at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.

26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(a) IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwmd.com**

(b) IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT RECIPIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

**City of Ocala, Office of the City Clerk
City Hall, 110 SE Watula Avenue, Ocala, FL 34471
352-629-8266
clerk@ocalafl.gov**

27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.
28. **COMMON CARRIER.** Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Consultant shall complete Attachment J, the Common Carrier or Contracted Carrier Attestation.

29. IRON & STEEL FOR PUBLIC WORKS.

- (a) For purposes of this section, “Public Works Project” or “Project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.
- (b) If this Agreement funds a Public Works Project or the purchase of materials to be used in a Public Works Project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as set forth in §255.0993, Fla. Stat. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
 - (i) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
 - (ii) the use of iron or steel products produced in the United States will increase the total cost of the Project by more than twenty percent (20%); or
 - (iii) complying with this requirement is inconsistent with the public interest.
- (c) Minimal use of foreign steel and iron materials is permitted if:
 - (i) such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and
 - (ii) the “cost” of such materials, as defined in §255.0993, Fla. Stat., does not exceed one-tenth of one percent (1%) of the total compensation under this Agreement or \$2,500, whichever is greater.
- (d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this section.
- (e) This section shall be applied in a manner consistent with and may not be construed to impair the State of Florida’s obligations under any international agreement.
- (f) The District’s Project Manager may require Recipient to certify its compliance with this section, or otherwise provide sufficient information to document its compliance, with its invoice for payment.

(This section is intentionally left blank)

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF OCALA

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____
Kristen Dreyer City Council President

Date: _____

Date: _____

Attachments:

- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form
- Attachment D — Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment E — FDEP Revenue Agreement
- Attachment F — FDEP Revenue Agreement Amendment 1
- Attachment G — FDEP Revenue Agreement Amendment 2
- Attachment H — FDEP Revenue Agreement Amendment 3
- Attachment I — Insurance Requirements
- Attachment J - Common Carrier Or Contracted Carrier Attestation Form

**ATTACHMENT A —STATEMENT OF WORK
OCALA LOWER FLORIDAN AQUIFER CONVERSION – PHASE IV**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost-share Initiative Program in Fiscal Year (FY) 2022-23 to develop and implement resource and water supply development projects and promote conservation. On May 10, 2022, the District’s Governing Board approved funding for cooperative cost-share projects. Each project selected for funding will have a positive benefit to one or more of the District’s core missions; including water supply, water quality, natural systems, or flood mitigation.

The City of Ocala (Recipient) has been awarded funding for their Ocala Lower Floridan Aquifer Conversion – Phase IV (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this Agreement is to provide cost-share dollars that will enable the Recipient to construct the Project, which is the fourth (4th) phase of a multi-phased project (part of multi-year Springs Restoration funding), to convert a portion of the City of Ocala’s water supply source from the Upper Floridan to the Lower Floridan Aquifer. Upon completion of the multi-phased project, the estimated natural systems benefit to Silver Springs is estimated to be 7 cubic feet per second flow increase from an associated alternative water supply benefit of 7.5 million gallons per day (MGD).

III. SCOPE OF WORK

The Project includes construction of one (1) high service pump (HSP) building and installation of one (1) large HSP, two (2) jockey HSPs and associated equipment at the City of Ocala’s Water Treatment Plant No. 2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final specifications;
- Obtain all required permits, subsequent operation, and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for implementation;
- Perform supervision and inspection of construction;
- Perform contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District’s Project Manager:

- Timely invoices for actual Construction Cost in accordance with this cost-share Agreement to enable proper review by the District’s Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
 - Final invoice submittals for completed construction including inspections and dated color photographs of the site prior to, during and immediately following completion of the task;

- Construction plans, specifications, and contract documents for the site work must be made available upon request; and
- Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Director at grants@sjrwmd.com.
- The Recipient shall submit a final project report within 15 days of final completion and acceptance detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share Agreement is March 31, 2028. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	January 5, 2026	January 5, 2028

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final Project report. If the total actual cost of this Project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs incurred after the Effective Date. Costs incurred prior to the Effective Date, will not be eligible for reimbursement.

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management
District
Project Progress Report

Contract #: 41766

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Ocala Lower Floridan Aquifer Conversion – Phase IV		
Recipient:	City of Ocala		
SJRWMD Contract Number:	41766	SJRWMD Project Manager:	Nitesh Tripathi
		Recipient's Project Manager:	Rusella Bowes-Johnson

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Avenue, Building 600
Ocala, Florida 34470

FROM: Nitesh Tripathi, Project Manager

CONTRACT NUMBER: 41766

CONTRACT TITLE: Ocala Lower Floridan Aquifer Conversion – Phase IV

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Nitesh Tripathi, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

ATTACHMENT E – FDEP REVENUE AGREEMENT
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Ocala Lower Aquifer LFA Conversion Phase 1 Agreement Number: LP4211R

2. Parties State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: St. Johns River Water Management District Entity Type: Water Management District
Grantee Address: Post Office Box 1429, Palatka, Florida 32177 FEID: 59-1519123 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2023

4. Project Number: _____ Project Location(s): Lat/Long (29.153, -82.112)
(If different from Agreement Number)

Project Description: The project will construct three production wells at Water Treatment Plant No. 2.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$602,812.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 19-20, GAA Section 61	\$602,812.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$602,812.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: <u>Arlene Acevedo</u>	Name: <u>Adam Hughes</u>
or successor	or successor
Address: <u>Dept. Environmental Protection</u>	Address: <u>St. Johns River Water Management District</u>
<u>3900 Commonwealth Blvd. MS-3602</u>	<u>Post Office Box 1429</u>
<u>Tallahassee, Florida 32399</u>	<u>Palatka, Florida 32177</u>
Phone: <u>(850) 245-2819</u>	Phone: <u>(386) 643-1990</u>
Email: <u>Arlene.Acevedo@dep.state.fl.us</u>	Email: <u>ahughes@sjrwmd.com</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

St. Johns River Water Management District

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Wendy L. Cox

7-2-19

Ann B. Shortelle, Ph.D., Executive Director, or designee

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

[Signature]

7/3/19

Trina Vielhauer - Director of Water Restoration Assistance

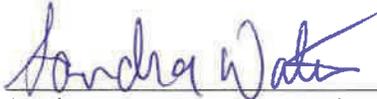
Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures



Arlene Acevedo, DEP Grant Manager



Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

1 of 11

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

Attachment 1

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP4211R**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation and Employer’s Liability Coverage.

The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S., and employer’s liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long 29.153, -82.112. See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The project will construct three production wells at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District (Grantee). The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,205,626 from the City of Ocala and \$602,812 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer’s Certification of Payment Request.

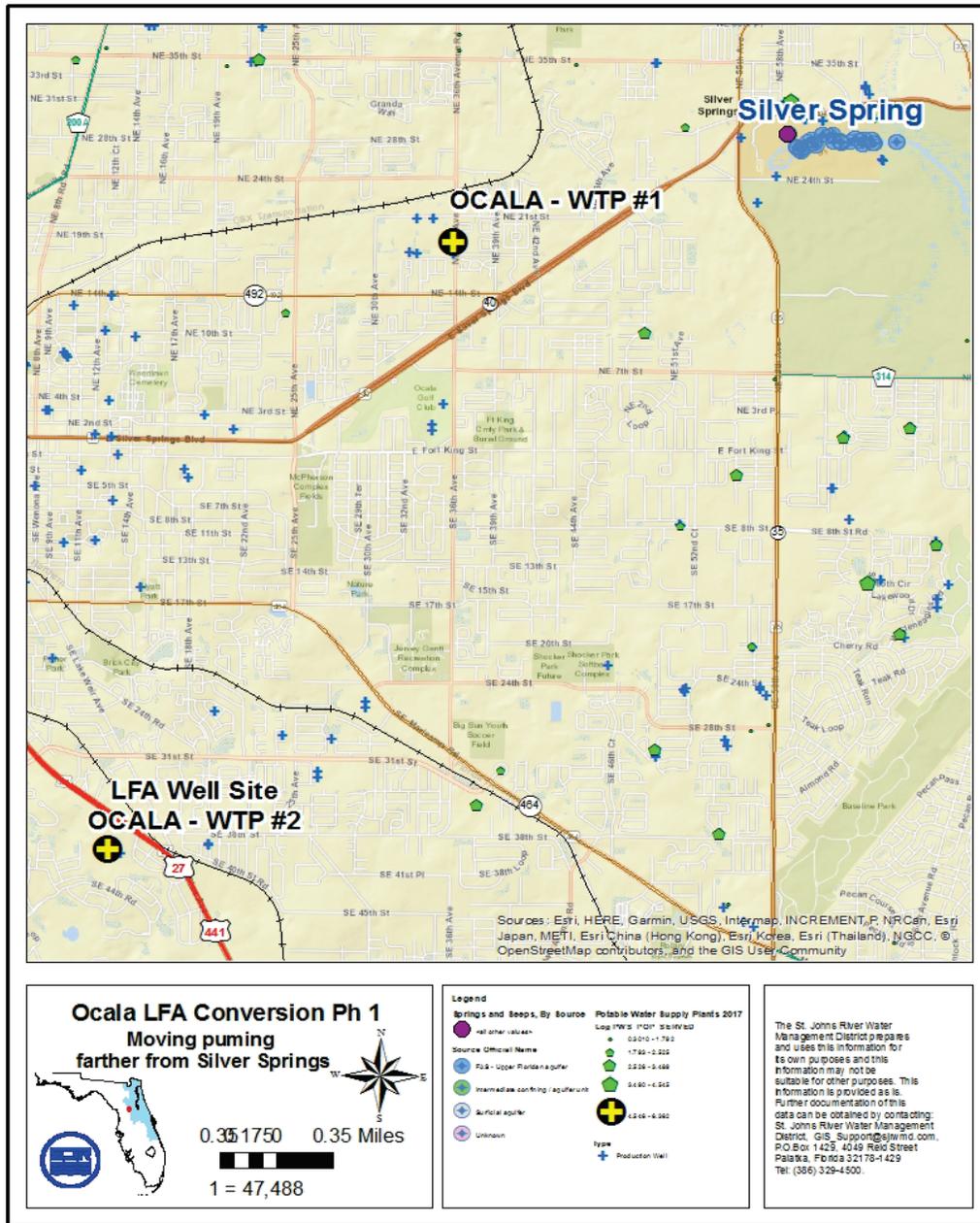
Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$602,812	07/01/2019	12/31/2022
Total:			\$602,812		

Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA, Section 61	2019-2020	37.052	Florida Springs Grant Program	\$602,812	087870

Total Award					\$602,812
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP4211R
Grantee Name:	SJRWMD
Grantee Address:	Post Office Box 1429 Palatka 32177
Grantee's Grant Manager:	Adam Hughes
Reporting Period:	
Project Number and Title:	LP4211R Ocala Lower Aquifer LFA Conversion Phase I

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP4211R and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit C

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

INTEROFFICE MEMORANDUM

Date: September 26, 2017

To: Ann B. Shortelle, Ph.D., Executive Director *[Signature]*

Through: Lisa A. Kelley, Chief of Staff *[Signature]*
 William Abrams, General Counsel *Thomas Mayton for*
 Mary-Lou Pickles, Director, Office of Financial Services *Mary-Lou Pickles*

From: Wendy Cox, Procurement Program Manager/Procurement Director *Wendy L. Cox*
 Office of Financial Services

Subject: Signing Approved Procurement Actions (Amended)

RECOMMENDATION

Authorization for the Procurement Program Manager (soon to be known as the Procurement Director), or the Director of the Office of Financial Services, to execute Procurement-related contractual actions that have been approved by the Executive Director (including those already approved by the Governing Board), Division or Office Director, or Bureau Chief through the District's new contract generation and management system (Matrix).

BACKGROUND

In October 2015, the District contracted with C-Lutions to provide a third-party hosted application to generate and manage the District's contracts. All active legacy contract data was uploaded to Matrix, and the system went live on Monday, December 12, 2016.

DISCUSSION

During the routing and review process in Matrix, the authorized signatory (the Executive Director, Division or Office Director, or Bureau Chief) depending on the amount of the contractual action will be able to approve the contractual action electronically by a click in an approval box. Because the actual approval will already have been made and stored electronically, the physical signing of the agreement would be a ministerial act implementing that approval.

To provide a more efficient process for executing procurement actions, your authorization is requested to allow the Procurement Program Manager or the Director of the Office of Financial Services, to sign procurement actions. The official authorized approval for each procurement action will be captured in Matrix through an Audit Log that will record when internal reviews and approvals occur.

ATTACHMENT F – FDEP REVENUE AGREEMENT AMENDMENT 1
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 1
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and St. Johns River Water Management District, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1, effective July 3, 2019; and,

WHEREAS, funding in the amount \$602,812 was provided under Section 61 of the 2019-2020 General Appropriations Act for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (“Project”); and,

WHEREAS, \$120,000 in additional funding for this Project was provided under Line Item 1657 of the 2019-2020 General Appropriations Act; and the total funding for this Agreement is now \$722,812.

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
2. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
3. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP4211R to be duly executed, the day and year last written below.

ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT

By: Wendy L. Cox
Name/Title of Person Authorized to Sign

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or Designee

Ann B. Shortelle, Ph.D., Executive Director, or designee
Print Name of Authorized Person

Date: 1/8/20

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 1/13/2020

Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Sandra Waters
Sandra Waters, DEP OC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (3 Pages)
Attachment	5-1	Revised Special Audit Requirements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 Page)

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long 29.153, -82.112. See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The Project will construct three production wells at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District (Grantee). The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,565,626 from the City of Ocala and \$602,812 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This project grant is part of a multi-year springs improvement plan, which may be amended, and requires a local match of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in **Attachment 3-1**, Figure 2, **“Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan.”** Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the **“Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan”**. Under this Agreement, the project identified in Figure 2 will have priority consideration as funds become available and this project does not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$722,812	07/01/2019	12/31/2022
Total:			\$722,812		

Figure 1: Location Map

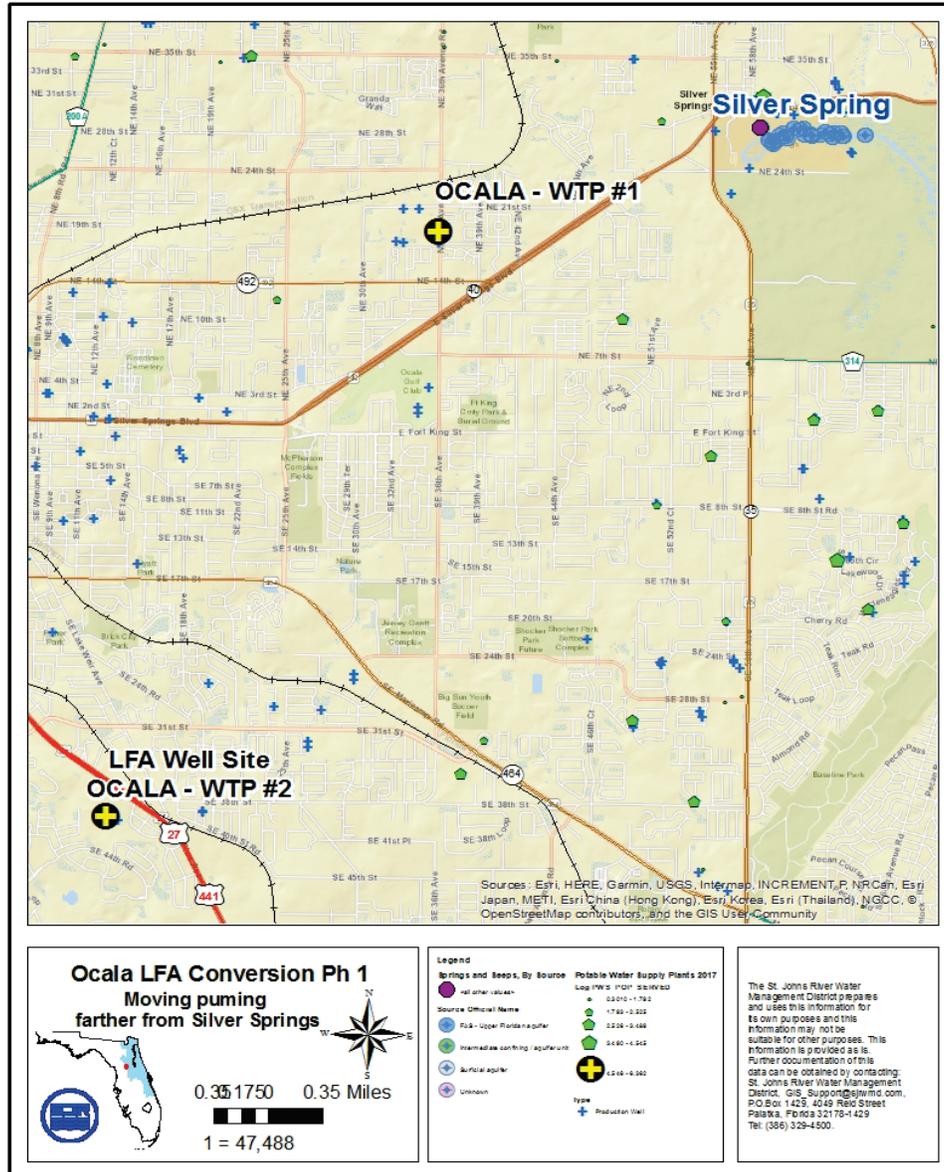


Figure 2: Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year plan

	I. TOTAL PROJECT COST				II. Year 1 - (FY20) Project Funding Breakout				III. Year 2 - (FY21) Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Project Cost	DEP/State Funding Amount	Local Match	WMD Match - Cash	TOTAL Year 1 Funding	DEP/State Funding Amount	Local Match - Cash	WMD Match - Cash	TOTAL Year 2 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 12,722,812	\$ 26,668,776	\$ 12,722,812	\$ 52,114,400	\$ 722,812	\$ 1,445,626	\$ 722,812	\$ 2,891,250	\$ 1,500,000	\$ 1,763,770	\$ 1,500,000	\$ 4,763,770
	III. Year 3 - (FY22) Project Funding Breakout				III. Year 4 - (FY23) Project Funding Breakout				III. Year 5 - (FY24) Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 3 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 4 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 5 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 2,670,600	\$ 1,500,000	\$ 5,670,600	\$ 1,500,000	\$ 5,752,710	\$ 1,500,000	\$ 8,752,710	\$ 1,500,000	\$ 1,112,400	\$ 1,500,000	\$ 4,112,400
	VI. Year 6 (FY25) - Project Funding Breakout				VI. Year 7 (FY26) - Project Funding Breakout				VII. Year 8 (FY27) - Project Funding Breakout			
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year6 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 7 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 8 Funding
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 5,414,165	\$ 1,500,000	\$ 8,414,165	\$ 1,500,000	\$ 3,731,185	\$ 1,500,000	\$ 6,731,185	\$ 1,500,000	\$ 1,925,100	\$ 1,500,000	\$ 4,925,100
	VIII. Year 9 (FY28) - Project Funding Breakout											
Project name	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 9 Funding								
Ocala Lower Floridan Aquifer Conversion	\$ 1,500,000	\$ 2,853,220	\$ 1,500,000	\$ 5,853,220								

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5-1, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection GAA, Section 61	2019-2020	37.052	Statewide Surface Water Restoration and Wastewater Projects (Springs)	\$602,812	087870
Amendment No.1	Department of Environmental Protection GAA, Line Item 1657	2019-2020	37.052	Statewide Surface Water Restoration and Wastewater Projects (Springs)	\$120,000	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$722,812	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement) [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-1, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP4211R
Project Title:	Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1.
Grantee Name:	St. Johns River Water Management District
Grantee's Grant Manager:	Adam Hughes
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Construction

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

INTEROFFICE MEMORANDUM

Date: September 26, 2017

To: Ann B. Shortelle, Ph.D., Executive Director *AS*

Through: Lisa A. Kelley, Chief of Staff *Lisa Kelley*
 William Abrams, General Counsel *Thomas Mayton for*
 Mary-Lou Pickles, Director, Office of Financial Services *Mary-Lou Pickles*

From: Wendy Cox, Procurement Program Manager/Procurement Director *Wendy Cox*
 Office of Financial Services

Subject: Signing Approved Procurement Actions (Amended)

RECOMMENDATION

Authorization for the Procurement Program Manager (soon to be known as the Procurement Director), or the Director of the Office of Financial Services, to execute Procurement-related contractual actions that have been approved by the Executive Director (including those already approved by the Governing Board), Division or Office Director, or Bureau Chief through the District's new contract generation and management system (Matrix).

BACKGROUND

In October 2015, the District contracted with C-Lutions to provide a third-party hosted application to generate and manage the District's contracts. All active legacy contract data was uploaded to Matrix, and the system went live on Monday, December 12, 2016.

DISCUSSION

During the routing and review process in Matrix, the authorized signatory (the Executive Director, Division or Office Director, or Bureau Chief) depending on the amount of the contractual action will be able to approve the contractual action electronically by a click in an approval box. Because the actual approval will already have been made and stored electronically, the physical signing of the agreement would be a ministerial act implementing that approval.

To provide a more efficient process for executing procurement actions, your authorization is requested to allow the Procurement Program Manager or the Director of the Office of Financial Services, to sign procurement actions. The official authorized approval for each procurement action will be captured in Matrix through an Audit Log that will record when internal reviews and approvals occur.

ATTACHMENT G – FDEP REVENUE AGREEMENT AMENDMENT 2
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 2
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (Project), effective July 3, 2019; and,

WHEREAS, \$1,102,850 in additional funding for this Project is provided under Line Item 1605 of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$1,825,662; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1605 of the 2021-2022 General Appropriations Act begins on July 1, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement to allow additional time for completion of the construction; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,825,662.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, Section 61, FY 19-20, LATF	\$602,812
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 19-20, LATF	\$120,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI, 1605, FY 21-22, LATF	\$1,102,850
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,825,662

3. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Arlene Acevedo	Name: Christopher Williams
Address: Dept. Environmental Protection 3900 Commonwealth Blvd, MS-3602 Tallahassee, Florida 32399	Address: St. Johns River Water Management District Post Office Box 1429 Palatka, FL 32178-1429
Phone: (850) 245-2819	Phone: (386) 643-1195
Email: Arlene.Acevedo@FloridaDEP.gov	Email: cwilliam@sjrwmd.com

4. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
5. Attachment 5-1, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-1, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.
6. Exhibit A-1, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-2, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A-1 shall hereinafter refer to Exhibit A-2.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Wendy L. Cox
Authorized Signature

By: _____
Secretary or Designee

Michael A. Register, Executive Director, P.E.
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: 8/1/22

Date: _____

Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Zachary Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements
Exhibit	A-2	Progress Report Form

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long (29.153, -82.112). See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated modeled flow benefit to Silver Springs is nearly 14 cubic feet per second (cfs) which exceeds the 10.3 cfs documented need within the Silver Springs Prevention/Recovery Strategy.

PROJECT DESCRIPTION: The St. Johns River Water Management District (Grantee) will construct three production wells, one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water, and a new motor, pump, and control panel with variable frequency drive at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District. The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$3,209,396 from the City of Ocala and \$1,825,662 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This Project grant is part of a multi-year springs improvement plan, which may be amended. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in **Attachment 3-2**, Figure 2, “**Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year Plan**.” Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this Agreement to provide project funding to the Grantee for the next phase of the “**Ocala Lower Floridan Aquifer (LFA) Conversion Multi-year Plan**”. Under this Agreement, the project identified in Figure 2 will have priority consideration as funds become available and this project does not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct three wells, one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water, and a new motor, pump, and control panel with variable frequency drive at WTP No. 2 in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,825,662	07/01/2019	04/30/2026
Total:			\$1,825,662		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map

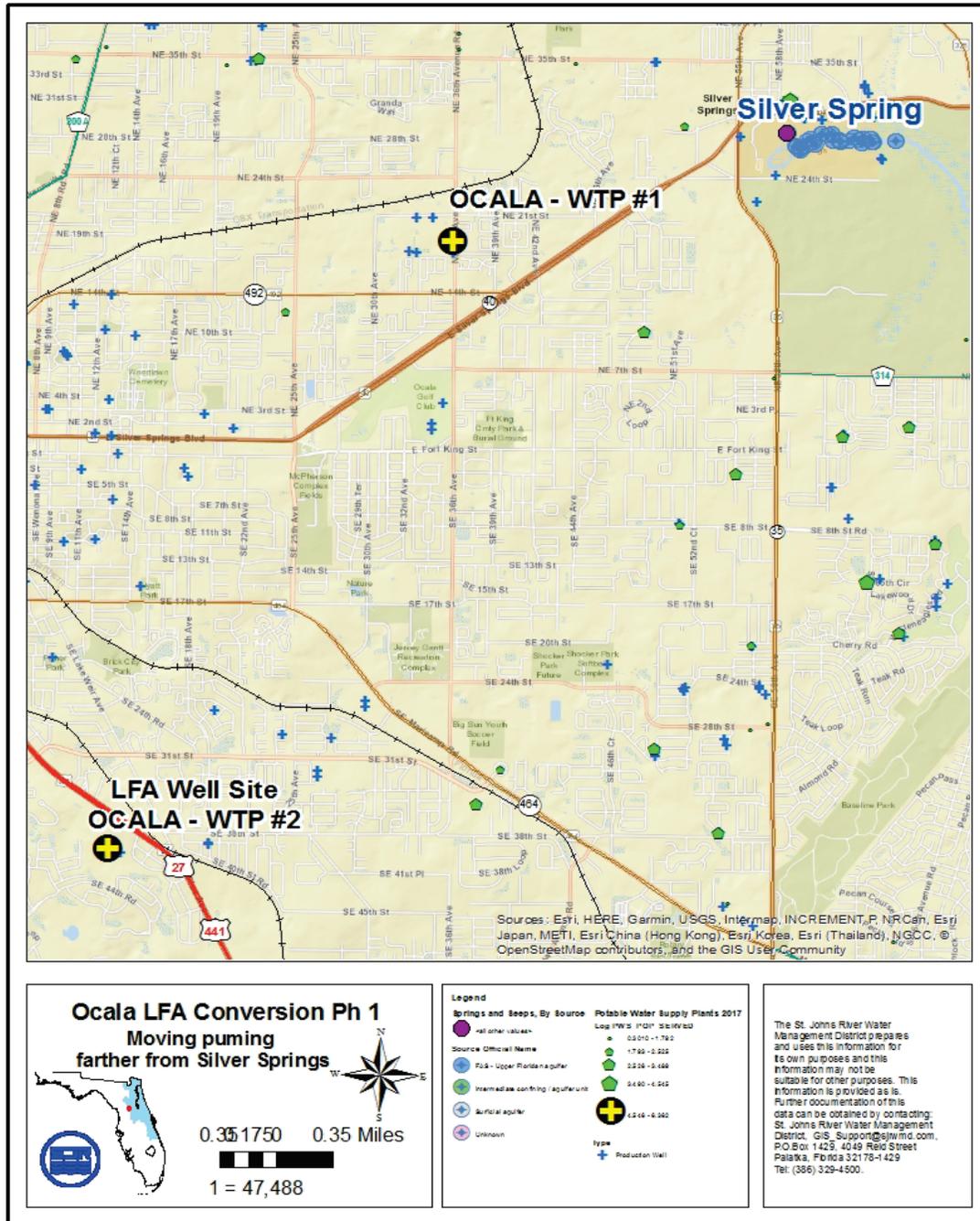


Figure 2:

Ocala Lower Floridan Aquifer Conversion Multi-Year Plan											
I. TOTAL PROJECT COST				II. Year 1 - (FY20) Project Funding Breakout				III. Year 2 - (FY22) Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Project Cost	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 1 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 2 Funding
\$ 11,222,812	\$ 26,668,776	\$ 10,825,662	\$ 48,717,250	\$ 722,812	\$ 1,445,626	\$ 722,812	\$ 2,891,250	\$ 1,102,850	\$ 1,763,770	\$ 1,102,850	\$ 3,969,470
IV. Year 3 - (FY24) Project Funding Breakout				V. Year 4 - (FY25) Project Funding Breakout				VI. Year 5 - (FY26) Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 3 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 4 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 5 Funding
\$ 1,897,150	\$ 5,752,710	\$ 1,500,000	\$ 9,149,860	\$ 1,500,000	\$ 1,112,400	\$ 1,500,000	\$ 4,112,400	\$ 1,500,000	\$ 5,414,165	\$ 1,500,000	\$ 8,414,165
VII. Year 6 (FY27) - Project Funding Breakout				VIII. Year 7 (FY28) - Project Funding Breakout				IX. Year 8 (FY29) - Project Funding Breakout			
DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 6 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 7 Funding	DEP/State Funding Amount	Local Match Amount	WMD Match Amount	TOTAL Year 8 Funding
\$ 1,500,000	\$ 3,731,185	\$ 1,500,000	\$ 6,731,185	\$ 1,500,000	\$ 1,925,100	\$ 1,500,000	\$ 4,925,100	\$ 1,500,000	\$ 5,523,820	\$ 1,500,000	\$ 8,523,820

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - Section 61	\$602,812	087870
Amendment No. 1	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - LI 1657	\$120,000	087870
Amendment No. 2	Department of Environmental Protection	2021-2022	37.052	Florida Springs Grant Program - LI 1605	\$1,102,850	087870
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,825,662
--------------------	--------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-2, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-2
Progress Report Form**

DEP Agreement No.:	LP4211R
Project Title:	Ocala Lower Aquifer LFA Conversion Phase 1
Grantee Name:	St. Johns River Water Management District
Grantee's Grant Manager:	Chris Williams
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**

- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

ATTACHMENT H – FDEP REVENUE AGREEMENT AMENDMENT 3
(Starts on the following page.)

(AGREEMENT WILL BE ADDED AFTER CONVERTED TO A PDF WILL PROVIDE DURING
REVIEW PROCESS AS ATTACHMENT)

**AMENDMENT NO. 3
TO AGREEMENT NO. LP4211R
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. LP4211R (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the St. Johns River Water Management District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 (Project), effective July 3, 2019; and,

WHEREAS, \$204,675 in additional funding for this Project is provided under Line Item 1657 of the 2022-2023 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1657 of the 2022-2023 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, \$795,325 in additional funding for this Project is provided under Line Item 1698 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$2,825,662; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1698 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,825,662.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, Section 61, FY 19-20, LATF	\$602,812.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 19-20, LATF	\$120,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1605, FY 21-22, LATF	\$1,102,850.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 22-23, LATF	\$204,675.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1698, FY 23-24, LATF	\$795,325.00
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$2,825,662.00

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3. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties.

A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

5. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
6. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.
7. Exhibit A-2, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-3, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-3.
8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Mary Ellen Winkler Digitally signed by Mary Ellen Winkler
Date: 2025.09.11 15:17:03 -04'00'
Authorized Signature

Mary Ellen Winkler, J.D., Assistant Executive Director
Print Name and Title

Date: 09/11/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht
Date: 2025.09.12 16:32:30 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: 9/12/2025

Digitally signed by Arlene Acevedo
Date: 2025.09.12 12:17:39 -04'00'
Arlene Acevedo
Arlene Acevedo, DEP Grant Manager

Digitally signed by Nathan Jagoda
Date: 2025.09.12 16:03:09 -04'00'
Nathan Jagoda
Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Attachment	5-3	Revised Special Audit Requirements
Exhibit	A-3	Progress Report Form

**ATTACHMENT 3-3
REVISED GRANT WORK PLAN**

PROJECT TITLE: Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1

PROJECT LOCATION: The Project will be located in the Silver Springs Springshed Area within the City of Ocala in Marion County; Lat/Long (29.153, -82.112). See Figure 1 for a location map.

PROJECT BACKGROUND: Through extensive testing in 2017, the City of Ocala determined that the LFA is characterized as brackish groundwater at Water Treatment Plant No. 2 (WTP No. 2) and is a suitable Alternative Water Supply (AWS) that, with minimal treatment, can become the primary potable water source for its customers. Currently the City of Ocala relies on the Upper Floridan Aquifer (UFA), the source of Silver Springs, to meet potable water demands. By converting to the Lower Floridan Aquifer (LFA) at a wellfield located further from Silver Springs, the City anticipates a dramatic reduction in the impacts to Silver Springs. The estimated natural systems benefit to Silver Springs is a 7 cubic feet per second (CFS) flow increase. A secondary benefit includes an alternative water supply benefit of 7.5 million gallons per day (MGD).

PROJECT DESCRIPTION: The St. Johns River Water Management District (Grantee) will construct three production wells and drill an Upper Floridan Aquifer well for blending with LFA well water including the installation of pumps, motors and control panels with variable frequency drives at WTP No. 2. The Grantee will also construct a 3,000,000-gallon storage tank and a High-Service Pump (HSP) building, including the installation of one large HSP, two jockey HSP's and associated equipment at WTP No. 2. The design and specifications of the new LFA wells will be identical to the LFA test well completed on site in 2017. It is anticipated that the new wells will be drilled to a depth of approximately 1,300 feet.

These funds are awarded to the St. Johns River Water Management District. The City of Ocala will work in conjunction with the Grantee on this project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$5,651,324 from the City of Ocala and \$2,825,662 from the St. Johns River Water Management District. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Ocala Lower Floridan Aquifer (LFA) Conversion Phase 1 in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

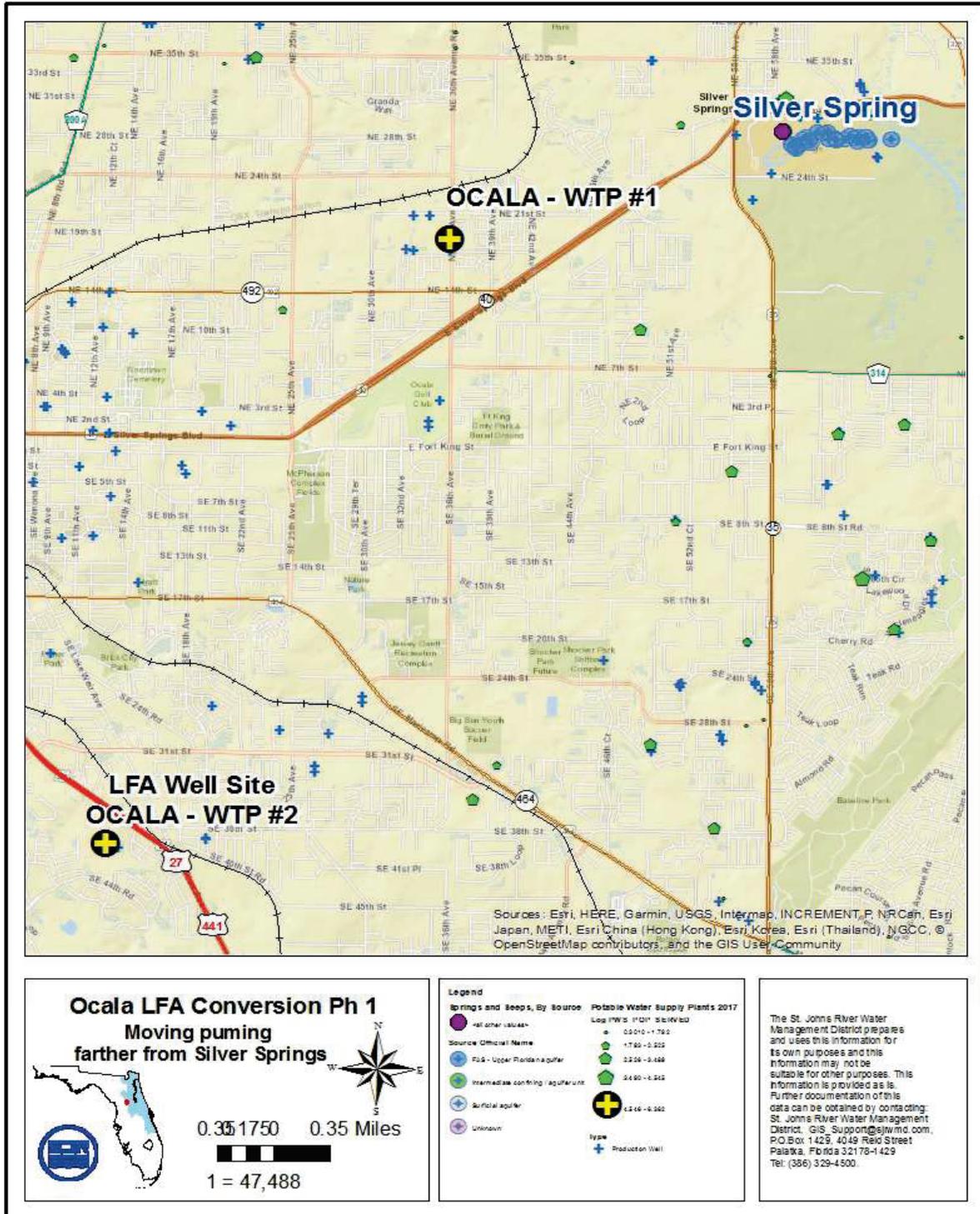
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$2,825,662	07/01/2019	04/30/2029
Total:			\$2,825,662		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-3

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - Section 61	\$602,812.00	087870
Amendment 1	Department of Environmental Protection	2019-2020	37.052	Florida Springs Grant Program - LI 1657	\$120,000.00	087870
Amendment 2	Department of Environmental Protection	2021-2022	37.052	Florida Springs Grant Program - LI 1605	\$1,102,850.00	087870
Amendment 3	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant Program - LI 1657	\$204,675.00	087870
Amendment 3	Department of Environmental Protection	2023-2024	37.052	Florida Springs Grant Program - LI 1698	\$795,325.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,825,662.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5-3, Exhibit 1

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-3, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/1/25

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-3
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

ATTACHMENT I — INSURANCE REQUIREMENTS

Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting Recipient's required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. Such policies shall cover all employees engaged in any contract Work. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3)

independent contractors, and (4) property in the care, control, or custody of the Contractor.
Extensions shall be added, or exclusions deleted to provide the necessary coverage.

(c) Automobile Liability. Minimum limits of liability shall be as follows:

1. \$300,000 — Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
2. \$300,000 — Hired and Non-owned Automobile Liability Coverage

ATTACHMENT J - COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION FORM

This form must be completed by Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Contractor acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

CITY OF OCALA (check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-122

Agenda Item #: 10f.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Budget Resolution 2026-122 to amend the Fiscal Year 2025-26 budget to accept and appropriate 2025-26 State Housing Initiatives Partnership Program grant funding in the amount of \$242,771

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The State Housing Initiatives Partnership (SHIP) Program funds local governments to incentivize the creation of partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve extremely low-, very low-, low-, and moderate-income families.

FINDINGS AND CONCLUSIONS:

The SHIP program has appropriated \$163,800,000 for the state's 2025-26 Fiscal Year, which runs from July 1, 2025, to June 30, 2026. The City of Ocala has been awarded \$485,541. The State has approved the disbursement of the two payments to the City totaling \$242,771.

FISCAL IMPACT:

Source:

140-334-000-000-09-33485	SHIP/Dept of Comm Af	\$242,771
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Use:

140-050-699-559-55-34010	Other Services	\$242,771
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PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2025-122

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE 2025-26 STATE HOUSING INITIATIVES PARTNERSHIP FUNDING IN THE AMOUNT OF \$242,771

WHEREAS, the State Housing Initiatives Partnership (SHIP) Program provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing and is designed to serve extremely low, very low, low, and moderate-income families; and

WHEREAS, the SHIP program has been appropriated \$163,800,000 for the state’s 2025-26 Fiscal Year that runs from July 1, 2025, to June 30, 2026; and

WHEREAS, the City of Ocala has been awarded \$485,541; and

WHEREAS, the State has approved the disbursement of two payments to the City of \$242,771 each.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, amends the Fiscal Year 2025-26 budget as outlined below.

SOURCE:

140-334-000-000-09-33485	SHIP/Dept of Comm Af	\$242,771
--------------------------	----------------------	-----------

USE:

140-050-699-559-55-34010	Other Services	\$242,771
--------------------------	----------------	-----------

This resolution adopted this 6th day of January 2026.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0430

Agenda Item #: 10g.

Submitted By: Charlene Pollette

Presentation By: Mel Poole

Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready):

Purchase of various inventory items for Ocala Fiber Network from multiple vendors in an amount not to exceed \$207,590

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:

Invitation to Bid issue date: November 18, 2025

BACKGROUND:

Inventory items are posted for public competition on the Advanced Utility Resource and Supply, Inc.'s (AURSI) bidding website, www.auris.com <<http://www.auris.com>>, to obtain the lowest prices on material purchases. Generally, awards are made based on the lowest responsive and responsible bidder in each category. In certain instances, awards are made to multiple vendors to provide the best value to the City based on pricing and other conditions.

FINDINGS AND CONCLUSIONS:

On November 18, 2025, the Utility Services Warehouse issued Invitation to Bid (ITB) No.OFN/260227 via AURSI for materials maintained in inventory at the warehouse for use in the day-to-day operations of Ocala Fiber Network.

The seven awarded vendors for the subject solicitation are summarized in the table below and include:

ITB # OFN/260227	Inventory -Fiber Optic Material-1st QRT/F
Total Items:	25 - See attached details
Creation Date:	11/18/2025
Award Date:	12/5/2025
Vendor	Total Bid Awarded
Altec Inc.	\$1,112.36
GrayBar, Inc.	\$17,243.38
Gresco, Inc.	\$50,650.40
Millennium Florida, Inc.	\$4,318.30
Netceed, Inc.	\$35,965.00
Stuart C. Irby, Inc.	\$81,000.00
TriniTel, LLC	\$17,300.00
Vendors (7) - Grand Total	\$207,589.44

Staff recommends approval of the awards to all seven vendors in an amount not to exceed \$207,590 as summarized above. These expenditures will be tracked under City Contract No.: WHS/260227

FISCAL IMPACT:

The Utility Services Warehouse purchases inventory items, which are accounted for in account 490-141-000-000-41-14100. User department(s) will adhere to budgeted expenditures for items issued.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

N/A. The City’s standard and approved Purchase Order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Ocala Utility Services - Electric, FL

[View](#)

Event # FQ-2-11/18/2025-MS

Creation Date 11/18/2025

Due Date-Time 12/5/2025-02:00 PM EST

Description ITB# OFN/260227: INVENTORY - FIBER OPTIC MATERIAL-1ST QRT/FY26

***NO ALTERNATES*CATALOG NUMBERS MUST BE SUBMITTED FOR APPROVAL PRIOR TO EVENT

Event Notes POSTING AND BEFORE AN AWARD CAN BE MADE*ALL FREIGHT/SHIPPING COST MUST BE ADJUSTED INTO THE PRICE PER EACH*TAX EXEMPTION APPLIES*TERMS & CONDITIONS APPLY***

Award Notes

Supplier Awards

Altec Supply - Riviera Beach, FL Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
22 F69270016	TRAY COYOTE LITEGRIP SHORT - SLIM LINE	50		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
PLP	80809958	50	No	14	
Vendor Remarks:					
Price	Extended				
22.24710	1112.35500				
Total Supplier Award = \$1,112.35500					

Graybar - Tampa, FL Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
8 F69090001	ENCLOSURE, FIBER OPTIC PEDESTAL - OCALA FIBER NETWORK	48		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
CHANNELL	SPH1432	48	No	30	
Vendor Remarks: QT 2001099713					
Price	Extended				
324.81000	15590.88000				
ItemID	Description	QtyBid	UOM	Alternates?	
21 F69270012	TRAY, KIT FOR 12 PORT TERMINAL ENCLOSURE	100		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
MULTILINK	072-394-10	100	No	8	
Vendor Remarks: QT 2001099713					
Price	Extended				
8.32000	832.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
24 F69300400	POST, UNDERGROUND FIBER OPTIC WARNING CABLE MARKER - ORANGE	50		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
RHINO MARKER	RHI-RDR72WO-TBD	50	No	20	
Vendor Remarks: QT 2001099713					
Price	Extended				
16.41000	820.50000				
Total Supplier Award = \$17,243.38000					

GRESKO - Wildwood, FL Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
6	F69080005 ENCLOSURE, FIBER OPTIC W/12 BUFFER TUBES	100		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
PREFORMED LINE PRODUCTS	COYOTE - COY1-001	100	No	56	
Vendor Remarks:					
Price	Extended				
161.99000	16199.00000				
7	F69080500 ENCLOSURE, SPLICE POINT, INDOOR/OUTDOOR, W/O PIGTAIL	100		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	100	No	28	
Vendor Remarks:					
Price	Extended				
15.45000	1545.00000				
9	F69106006 JUMPER, SINGLE MODE, UPC DUPLEX, 6 FT, ST to LC	60		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	60	No	28	
Vendor Remarks:					
Price	Extended				
5.56000	333.60000				
10	F69108003 JUMPER, SINGLE MODE XB, SIMPLEX, INDOOR, 3 FT, SC/APC TO SC/APC	100		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	100	No	28	
Vendor Remarks:					
Price	Extended				
2.73000	273.00000				
13	F69108050 JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 50 FT, SC/APC to SC/APC	50		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	50	No	28	
Vendor Remarks:					
Price	Extended				
12.70000	635.00000				
14	F69108100 JUMPER, SINGLE MODE, UPC SIMPLEX, 100 FT, SC/APC to SC/APC	60		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	60	No	28	
Vendor Remarks:					
Price	Extended				
30.50000	1830.00000				
ItemID	Description	QtyBid	UOM	Alternates?	

15	F69109003	JUMPER, SINGLE MODE XB, SIMPLEX, 3 FT, SC/APC TO LC/UPC	150		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	150	No	28	
Vendor Remarks:					
Price	Extended				
2.68000	402.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
16	F69140411	TERMINAL, MICRO INDOOR OPTICAL NETWORK "ONT"	150		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
ADTRAN	1287933F1	150	No	35	
Vendor Remarks:					
Price	Extended				
91.10000	13665.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
17	F69191000	PIGTAIL, SIMPLEX, SC/APC, 3.3'	200		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	200	No	28	
Vendor Remarks:					
Price	Extended				
1.55000	310.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
18	F69221000	CONVERTER, MEDIA, FIBER TO ETHERNET	200		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
LYNN ELECTRONICS	TL-MC-1S1R	200	No	28	
Vendor Remarks:					
Price	Extended				
74.93000	14986.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
25	F69990004	TOOL, FIBER ARREMENT	1		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
FUJIKURA	FAT-04/S10212	1	No	42	
Vendor Remarks:					
Price	Extended				
471.80000	471.80000				
Total Supplier Award = \$50,650.40000					



Millennium Florida - Apopka, FL Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
4	F69021105	WIRE, 14GA SOLID ORANGE (TRACER), THHN - 2500'/5000' SPOOL	45000		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
AWG TYPE THHN	5000' SPOOL	45000	No	3	
Vendor Remarks:					
Price	Extended				
0.07200	3240.00000				
5	F69060501	HOOK, J - FIBER CABLE HOLDER	250		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
ALLIED BOLT	920	250	No	10	
Vendor Remarks:					
Price	Extended				
0.70000	175.00000				
11	F69108006	JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 6 FT, SC/APC to SC/APC	30		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
lynn	S-SA1SA1-SR2-006F	30	Yes	10	
Vendor Remarks:					
Price	Extended				
3.30000	99.00000				
12	F69108015	JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 15 FT, SC/APC to SC/APC	30		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
lynn	S-SA1SA1-SR2-015F	30	Yes	10	
Vendor Remarks:					
Price	Extended				
4.01000	120.30000				
23	F69300300	PAINT, INVERTED MARKING SAFETY ORANGE - FIBER OPTIC	144		Yes
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
AERVOE	222	144	No	3	
Vendor Remarks:					
Price	Extended				
4.75000	684.00000				
Total Supplier Award = \$4,318.30000					

Netceed - Winston Salem, NC Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
19 F69239800	ROUTER, WIRELESS BEACON	400		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
NOKIA BEACON	3.1	400	No	20	
Vendor Remarks:					
Price	Extended				
83.66000	33464.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
20 F69270005	TRAY COYOTE LITEGRIP SHORT	100	Each	Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
PLP	80808945	100	No	30	
Vendor Remarks:					
Price	Extended				
25.01000	2501.00000				
Total Supplier Award = \$35,965.00000					

Stuart C. Irby - Lake Mary, FL Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
3 F69019600	CABLE, UNDERGROUND FIBER OPTIC - 96 FIBER, 30,000' NR REEL	120000		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
AFL	LM096906201N1	120000	No	98	
Vendor Remarks:					
Price	Extended				
0.67500	81000.00000				
Total Supplier Award = \$81,000.00000					



TriniTel, LLC - Post Falls, ID Event #FQ-2-11/18/2025-MS					
ItemID	Description	QtyBid	UOM	Alternates?	
1 F69018004	CABLE, FIBER OPTIC - 4 FIBER FLAT DROP W/O GROUND WIRE, 10,000' NR REEL	80000		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
WAVEOPTICS	FOSPC-004-1-FDLTD30-FT000-US	80000	No	40	
Vendor Remarks:					
Price	Extended				
0.10900	8720.00000				
ItemID	Description	QtyBid	UOM	Alternates?	
2 F69018012	CABLE, FIBER OPTIC - 12 FIBER FLAT DROP W/O GROUND WIRE, 20,000' NR REEL	60000		Yes	
Buyer Notes:					
Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days	
WAVEOPTICS	FOSPC-012-1-FDLTD30-FT000-US	60000	No	40	
Vendor Remarks: There is some stock available One reel of 11,270 ft & One reel of 8,898 ft					
Price	Extended				
0.14300	8580.00000				
Total Supplier Award = \$17,300.00000					

Adams Cable Equipment - Lenexa, KS	No Awards
Advanced Media Technologies - Deerfield Beach, FL	No Awards
America RD Rep LLC - Orlando,	No Awards
American Safety - Shelby, NC	No Awards
American Wire Group - Miami, FL	No Awards
Anixter Inc - Orlando, FL	No Awards
Apalachee Pole, Inc - Bristol, FL	No Awards
Auger Technologies Inc. - Harrison, OH	No Awards
Border States - Tampa, FL	No Awards
Brooks Utility Products, Inc - Novi, MI	No Awards
City Electric Supply - Wildwood, FL	No Awards
Commski LLC - ,	No Awards
Condumax/Incesa - , FL	No Awards
Consolidated Pipe & Supply - Orlando, FL	No Awards
DMSI International - Venice, FL	No Awards
Electric Sales Associates, Inc. - Weston, FL	No Awards
Emerald Transformer FTI - DeFuniak Springs, FL	No Awards
Energy Reps, Inc. - Stuart, FL 	No Awards
Engineer Sales Company - St. Petersburg, FL	No Awards
Evluma - Renton, WA 	No Awards
Fiber Instrument Sales - Oriskany, NY	No Awards
Fiberone LLC - East Sarycuse, NY	No Awards
FONCS - Laredo, TX	No Awards
FRM Energy Products - Tampa, FL	No Awards

GHA Technologies Inc - Riverview, FL	No Awards
Global Quality Solutions, Inc - Jacksonville, FL	No Awards
Harrison Metal Inc - San Antonio, FL	No Awards
HD Supply - Ocala, FL	No Awards
Hubbell Utility Solutions - Centralia, MO	No Awards
Jake Rudisill Associates - Charlotte, NC 🌈	No Awards
John Carter & Associates - Tampa, FL	No Awards
John M. Warren Inc. - Mobile, AL	No Awards
KGPCo - Faribault, MN	No Awards
Koppers Utility & Industrial Products - Eutawville, SC	No Awards
Lamp Sales Unlimited, Inc - Jacksonville, FL	No Awards
Lekson Associates - Raleigh, NC 🌈	No Awards
M&K Imports, LLC - Millbrook, NY	No Awards
MacLean Power Systems - Fort Mill, SC	No Awards
Maddox Industrial Transformers - Greer, SC	No Awards
MCS of Tampa Inc - Tampa, FL	No Awards
Northern Safety Co. Inc - Frankfort, NY 🌈	No Awards
Peak Demand - Wilson, NC	No Awards
Percipio Industries LLC - Las Vegas, NV	No Awards
Pickett & Associates, Inc - Tampa, FL	No Awards
Pics Telecom - Rochester, NY	No Awards
Power Grid Supply LLC - Pelahatchie, MS 🌈	No Awards
Power Line Sentry - Wellington, CO 🌈	No Awards

Power Sales Associates - Atlanta, GA	No Awards
Powerline Hardware - Jacksonville, FL 🌈	No Awards
Power-Tel Utility Products - Safety Harbor, FL	No Awards
Precast Specialties, LLC - FT Pierce, FL	No Awards
Pro-Line Procurement Services - Jacksonville, FL	No Awards
Reliable Equipment - Warminster, PA	No Awards
Renewable Sales and Power - Vero Beach, FL	No Awards
Rexel USA - Orlando, FL	No Awards
Romagnole Electrical Products, LLC - Wales, PA	No Awards
RS Sales, Inc. - Clearwater, FL	No Awards
RTS Transformers - Apopka, FL	No Awards
Safety Test and Equipment - Shelby, NC	No Awards
Safety Zone Specialists - Lakeland, FL	No Awards
Southern Partners - Winter Springs, FL	No Awards
Sunbelt Solomon - Temple, TX	No Awards
Superior Power Products - Windermere, FL	No Awards
TCI Sales - Moody, AL	No Awards
Tempaco, Inc. - Orlando, FL	No Awards
Titan Utility Services - Tickfaw, LA	No Awards
Trenchless Supply - Lakewood Ranch, FL 🌈	No Awards
Tri-State Utility Products - Havana, FL	No Awards
USA Protek - Lakeland, FL 🌈	No Awards
UTB Transformers - Knoxville, TN	No Awards
Utility Specialist Inc - Birmingham, AL 🌈	No Awards

Walker & Associates Inc. - Welcome, NC

No Awards

WESCO - Orlando, FL

No Awards

White Cap - Gainesville, FL

No Awards

Grand Total of FQ-2-11/18/2025-MS Award = \$207,589.43500

Boiler Plate Description

Document Name

Revised

ITB#OFN 260227-INVENTORY-FIBEROPTIC MATERIAL-1ST QRT FY26

ITB#OFN 260227-INVENTORY-FIBEROPTIC MATERIAL-1ST QRT FY26.pdf 11/18/2025

Ocala Utility Services - Electric, FL

[View](#)

Event # FQ-2-11/18/2025-MS
 Creation Date 11/18/2025
 Due Date-Time 12/5/2025-02:00 PM EST

Description ITB# OFN/260227: INVENTORY - FIBER OPTIC MATERIAL-1ST QRT/FY26

Event Notes ***NO ALTERNATES*CATALOG NUMBERS MUST BE SUBMITTED FOR APPROVAL PRIOR TO EVENT POSTING AND BEFORE AN AWARD CAN BE MADE*ALL FREIGHT/SHIPPING COST MUST BE ADJUSTED INTO THE PRICE PER EACH*TAX EXEMPTION APPLIES*TERMS & CONDITIONS APPLY***

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
1	F69018004	CABLE, FIBER OPTIC - 4 FIBER FLAT DROP W/O GROUND WIRE, 10,000' NR REEL	80000		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
80000	0.10900	8720.00000	40	TriniTel, LLC - Post Falls, ID	WAVEOPTICS	FOSPC-004-1-FDLTD30-FT000-US	
80000	0.12100	9680.00000	45	Millennium Florida - Apopka, FL	WAVEOPTICS	FOSPC-004-1-FDLTD30-FT000-US	6-8 week lead time
80000	0.15825	12660.00000	75	Graybar - Tampa, FL	PRYSMIAN	C-DFD1JKT-24-B1-004-E3	QT 2001099713
80000	0.16000	12800.00000	84	GRESKO - Wildwood, FL	PRYSMIAN	C-DFD1JKT-24-B1-004-E3	MUST BE AWARDED LINES 1 AND 2 TOGETHER DUE TO FREIGHT.
80000	0.17000	13600.00000	45	Netceed - Winston Salem, NC	PRYSMIAN	C-DFD1JKT-24-B1-004-E3	
80000	0.18800	15040.00000	42	Adams Cable Equipment - Lenexa, KS	OFS OPTICS	AT-3CE8T7X-004	
80000	0.20670	16536.00000	70	Altec Supply - Riviera Beach, FL	PRYSMIAN	C-DFD1JKT-24-B1-004-E3	
80000	0.22700	18160.00000	42	Rexel USA - Orlando, FL	OFS OPTICS	AT-3CE8T7X-004	We take exception to the proposal on Warranties and limitation on liability
80000	0.22860	18288.00000	42	Altec Supply - Riviera Beach, FL	OFS OPTICS	AT-3CE8T7X-004	

2	F69018012	CABLE, FIBER OPTIC - 12 FIBER FLAT DROP W/O GROUND WIRE, 20,000' NR REEL	60000		Yes	
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QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
60000	0.14300	8580.00000	40	TriniTel, LLC - Post Falls, ID	WAVEOPTICS	FOSPC-012-1-FDLTD30-FT000-US	There is some stock available One reel of 11,270 ft & One reel of 8,898 ft
60000	0.15750	9450.00000	45	Millennium Florida - Apopka, FL	WAVEOPTICS	FOSPC-012-1-FDLTD30-FT000-US	We currently have 20,168 ft in stock of FOSPC-012-1-FDLTD30-FT000-US: One reel of 11,270 ft One reel of 8,898 ft The remaining balance would come in 6-8 weeks.
60000	0.18070	10842.00000	75	Graybar - Tampa, FL	PRYSMIAN	C-DFD1JKT-24-B1-012-E3	QT 2001099713
60000	0.18500	11100.00000	84	GRESKO - Wildwood, FL	PRYSMIAN	C-DFD1JKT-24-B1-012-E3	MUST BE AWARDED LINES 1 AND 2 TOGETHER DUE TO FREIGHT.
60000	0.19000	11400.00000	45	Netceed - Winston Salem, NC	PRYSMIAN	C-DFD1JKT-24-B1-012-E3	
60000	0.23110	13866.00000	70	Altec Supply - Riviera Beach, FL	PRYSMIAN	C-DFD1JKT-24-B1-012-E3	
60000	0.23300	13980.00000	42	Adams Cable Equipment - Lenexa, KS	OFS	AT-3BE8T7X-012	
60000	0.27300	16380.00000	42	Rexel USA - Orlando, FL	OFS	AT-3BE8T7X-012	We take exception to the proposal on Warranties and limitation on liability

60000	0.27370	16422.00000	42	Altec Supply - Riviera Beach, FL	OFS	AT-3BE8T7X-012	
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3 [F69019600](#) CABLE, UNDERGROUND FIBER OPTIC - 96 FIBER, 30,000' NR REEL 120000 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
120000	0.67500	81000.00000	98	Stuart C. Irby - Lake Mary, FL	AFL	LM096906201N1	
120000	0.71940	86328.00000	75	Graybar - Tampa, FL	AFL	LM096906201N1	QT 2001099713
120000	0.75000	90000.00000	75	Millennium Florida - Apopka, FL	AFL	LM096906201N1	12 week lead time
120000	0.76700	92040.00000	91	GRESKO - Wildwood, FL	AFL	LM096906201N1	
120000	0.77830	93396.00000	84	Altec Supply - Riviera Beach, FL	AFL	LM096906201N1	
120000	0.79900	95880.00000	49	Adams Cable Equipment - Lenexa, KS	OFS	AT-3CE43CT-096	
120000	0.81910	98292.00000	56	Altec Supply - Riviera Beach, FL	OFS	AT-3CE43CT-096	
120000	1.01100	121320.00000	42	Rexel USA - Orlando, FL	OFS	AT-3CE43CT-096	We take exception to the proposal on Warranties and limitation on liability

4 [F69021105](#) WIRE, 14GA SOLID ORANGE (TRACER), THHN - 2500'/5000' SPOOL 45000 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
45000	0.07200	3240.00000	3	Millennium Florida - Apopka, FL	AWG TYPE THHN	5000' SPOOL	
45000	0.12227	5502.15000	30	Graybar - Tampa, FL	AWG TYPE THHN	5000' SPOOL	QT 2001099713
45000	0.12500	5625.00000	24	Stuart C. Irby - Lake Mary, FL	ALAN WIRE	***	
45000	0.12500	5625.00000	35	GRESKO - Wildwood, FL	Colonial	***	
45000	0.12770	5746.50000	14	Adams Cable Equipment - Lenexa, KS	AWG TYPE THHN	5000' SPOOL	
45000	0.15500	6975.00000	14	Tri-State Utility Products - Havana, FL	ALAN WIRE	***	QUOTING "KRISTECH" OFFERING - (C00000545-5000) - 14AWG SOLID CU TRACER PE30 30V ORANGE LLDPE NON-UL SINGLE

5 [F69060501](#) HOOK, J - FIBER CABLE HOLDER 250 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
250	0.70000	175.00000	10	Millennium Florida - Apopka, FL	ALLIED BOLT	920	
250	0.84000	210.00000	112	Altec Supply - Riviera Beach, FL	ALLIED BOLT	920	
250	1.16000	290.00000	21	Altec Supply - Riviera Beach, FL	MACLEAN	J3316P	
250	1.27000	317.50000	5	Graybar - Tampa, FL	MACLEAN	J3316P	QT 2001099713
300	1.75000	525.00000	28	GRESKO - Wildwood, FL	MACLEAN	J3316P	STANDARD PACK 100
250	1.75000	437.50000	35	Stuart C. Irby - Lake Mary, FL	MACLEAN	J3316P	

6 [F69080005](#) ENCLOSURE, FIBER OPTIC W/12 BUFFER TUBES 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	161.99000	16199.00000	56	GRESKO - Wildwood, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	
100	172.00000	17200.00000	49	Stuart C. Irby - Lake Mary, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	
100	172.75000	17275.00000	28	WESCO - Orlando, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	

100	173.38000	17338.00000	28	Millennium Florida - Apopka, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	3-4 week lead time
100	173.94440	17394.44000	7	Altec Supply - Riviera Beach, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	
100	187.71000	18771.00000	7	Adams Cable Equipment - Lenexa, KS	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	
100	194.60000	19460.00000	21	Graybar - Tampa, FL	PREFORMED LINE PRODUCTS	COYOTE - COY1-001	QT 2001099713

7 **F69080500** ENCLOSURE, SPLICE POINT, INDOOR/OUTDOOR, W/O PIGTAIL 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	15.45000	1545.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	
100	15.85000	1585.00000	10	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	
100	16.10000	1610.00000	3	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	
100	16.10000	1610.00000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	
100	16.26000	1626.00000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	QT 2001099713
100	16.65000	1665.00000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	
100	18.60000	1860.00000	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	FLP-15G-06501-000-00000	

8 **F69090001** ENCLOSURE, FIBER OPTIC PEDESTAL - OCALA FIBER NETWORK 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
48	324.81000	15590.88000	30	Graybar - Tampa, FL	CHANNELL	SPH1432	QT 2001099713
50	346.56000	17328.00000	42	GRESKO - Wildwood, FL	CHANNELL	SPH1432C1B1LH1	Per factory, The description doesn't match the SPH1432 pedestal! The product that I show there is SPH1432C1B1LH1 This pedestal doesn't have a custom logo option. The locking mechanism is "self-lock" and an additional security bolt could be used.
50	351.17780	17558.89000	28	Altec Supply - Riviera Beach, FL	CHANNELL	SPH1432	
50	370.89000	18544.50000	28	Millennium Florida - Apopka, FL	CHANNELL	SPH1432	3-4 weeks lead time

9 **F69106006** JUMPER, SINGLE MODE, UPC DUPLEX, 6 FT, ST to LC 60 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
60	5.56000	333.60000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	
60	5.82000	349.20000	10	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	
60	5.82000	349.20000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	
60	5.82000	349.20000	15	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	QT 2001099713
60	6.03000	361.80000	14	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	
60	6.50000	390.00000	21	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	

60	6.60590	396.35400	21	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	D-LU2TU-SR2-006F	
60	10.66470	639.88200	5	Altec Supply - Riviera Beach, FL	MULTILINK	066-451-10	
60	20.25000	1215.00000	77	Altec Supply - Riviera Beach, FL	AFL	***	
60	34.00000	2040.00000	91	Stuart C. Irby - Lake Mary, FL	AFL	***	

10 [F69108003](#) JUMPER, SINGLE MODE XB, SIMPLEX, INDOOR, 3 FT, SC/APC TO SC/APC 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	2.73000	273.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	2.83000	283.00000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	2.85000	285.00000	10	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	2.86000	286.00000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	QT 2001099713
100	2.88000	288.00000	3	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	2.95000	295.00000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	3.50000	350.00000	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SR2-001M	
100	4.40590	440.59000	35	Altec Supply - Riviera Beach, FL	MULTILINK	065-540-10	

11 [F69108006](#) JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 6 FT, SC/APC to SC/APC 30 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
30	3.30000	99.00000	10	Millennium Florida - Apopka, FL	lynn	S-SA1SA1-SR2-006F	
30	3.93000	117.90000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	***	
30	4.07000	122.10000	15	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	***	
30	4.07000	122.10000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	***	
30	4.12000	123.60000	15	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	***	QT 2001099713
30	4.30000	129.00000	21	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	***	S-SA1SA1-SRI3-006F
30	16.33530	490.05900	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	***	

12 [F69108015](#) JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 15 FT, SC/APC to SC/APC 30 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
30	4.01000	120.30000	10	Millennium Florida - Apopka, FL	lynn	S-SA1SA1-SR2-015F	
30	5.94000	178.20000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	***	
30	5.95000	178.50000	5	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	***	S-SA1SA1-SRI3-015F

30	6.00000	180.00000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	***	QT 2001099713
30	6.15000	184.50000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	***	S-SA1SA1-SRI3-015F
30	6.65000	199.50000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	***	
30	18.02940	540.88200	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	***	

13 [F69108050](#) JUMPER, SINGLE MODE, INDOOR/OUTDOOR, 50 FT, SC/APC to SC/APC 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50	12.70000	635.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	
50	13.18000	659.00000	5	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	
50	13.32000	666.00000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	QT 2001099713
50	13.64000	682.00000	5	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	
50	13.75000	687.50000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	S-SA1SA1-SRI3-050F
50	14.11000	705.50000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	
50	24.61790	1230.89500	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SIOR3U-050F	

14 [F69108100](#) JUMPER, SINGLE MODE, UPC SIMPLEX, 100 FT, SC/APC to SC/APC 60 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
60	30.50000	1830.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	
60	31.26000	1875.60000	5	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	
60	31.27000	1876.20000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	
60	31.59000	1895.40000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	QT 2001099713
60	31.84000	1910.40000	5	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	
60	31.95880	1917.52800	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	
60	32.50000	1950.00000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	S-SA1SA1-SMI3-100F	

15 [F69109003](#) JUMPER, SINGLE MODE XB, SIMPLEX, 3 FT, SC/APC TO LC/UPC 150 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
150	2.68000	402.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	
150	2.77000	415.50000	5	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	
150	2.77000	415.50000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	
150	2.81000	421.50000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	QT 2001099713
150	2.90000	435.00000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	
150	2.97000	445.50000	10	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	

150	3.44120	516.18000	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	S-LU1SA1-SR2-001M	
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16 [F69140411](#) TERMINAL, MICRO INDOOR OPTICAL NETWORK "ONT" 150 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
150	91.10000	13665.00000	35	GRESKO - Wildwood, FL	ADTRAN	1287933F1	
150	97.98000	14697.00000	5	Netceed - Winston Salem, NC	ADTRAN	1287933F1	In Stock
150	107.46000	16119.00000	7	Graybar - Tampa, FL	ADTRAN	1287933F1	QT 2001099713

17 [F69191000](#) PIGTAIL, SIMPLEX, SC/APC, 3.3' 200 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
200	1.55000	310.00000	28	GRESKO - Wildwood, FL	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	1.63000	326.00000	5	Graybar - Tampa, FL	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	QT 2001099713
200	1.65000	330.00000	5	TriniTel, LLC - Post Falls, ID	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	1.70000	340.00000	14	WESCO - Orlando, FL	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	2.20590	441.18000	14	Altec Supply - Riviera Beach, FL	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	2.36000	472.00000	15	Adams Cable Equipment - Lenexa, KS	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	2.57000	514.00000	10	Millennium Florida - Apopka, FL	TOTAL CABLE SOLUTIONS	S-SA1BL-SRW9-001M	
200	7.20590	1441.18000	49	Altec Supply - Riviera Beach, FL	MULTILINK	***	
200	56.00000	11200.00000	28	Stuart C. Irby - Lake Mary, FL	AFL	C223312-0001	
200	56.79550	11359.10000	72	Altec Supply - Riviera Beach, FL	AFL	C223312-0001	

18 [F69221000](#) CONVERTER, MEDIA, FIBER TO ETHERNET 200 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
200	74.93000	14986.00000	28	GRESKO - Wildwood, FL	LYNN ELECTRONICS	TL-MC-1S1R	
200	76.50000	15300.00000	21	WESCO - Orlando, FL	LYNN ELECTRONICS	TL-MC-1S1R	
200	79.89000	15978.00000	65	Graybar - Tampa, FL	LYNN ELECTRONICS	TL-MC-1S1R	QT 2001099713
200	80.80000	16160.00000	40	TriniTel, LLC - Post Falls, ID	LYNN ELECTRONICS	TL-MC-1S1R	20 pieces in stock remainder 8 weeks
200	83.21000	16642.00000	35	Millennium Florida - Apopka, FL	LYNN ELECTRONICS	TL-MC-1S1R	
200	84.34120	16868.24000	42	Altec Supply - Riviera Beach, FL	LYNN ELECTRONICS	TL-MC-1S1R	

19 [F69239800](#) ROUTER, WIRELESS BEACON 400 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
400	83.66000	33464.00000	20	Netceed - Winston Salem, NC	NOKIA BEACON	3.1	

20 [F69270005](#) TRAY COYOTE LITEGRIP SHORT 100 Each Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	25.01000	2501.00000	30	Netceed - Winston Salem, NC	PLP	80808945	
100	25.30000	2530.00000	14	WESCO - Orlando, FL	PLP	80808945	SP = 20 EA
100	25.30000	2530.00000	28	Millennium Florida - Apopka, FL	PLP	80808945	3-4 week leadtime

100	26.00000	2600.00000	35	Stuart C. Irby - Lake Mary, FL	PLP	80808945	
100	26.19000	2619.00000	42	GRESKO - Wildwood, FL	PLP	80808945	
100	26.68820	2668.82000	14	Altec Supply - Riviera Beach, FL	PLP	80808945	
100	27.45000	2745.00000	15	Graybar - Tampa, FL	PLP	80808945	QT 2001099713
100	27.47000	2747.00000	7	Adams Cable Equipment - Lenexa, KS	PLP	80808945	

21 [F69270012](#) TRAY, KIT FOR 12 PORT TERMINAL ENCLOSURE 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	8.32000	832.00000	8	Graybar - Tampa, FL	MULTILINK	072-394-10	QT 2001099713
100	8.44120	844.12000	28	Altec Supply - Riviera Beach, FL	MULTILINK	072-394-10	
100	14.25000	1425.00000	15	TriniTel, LLC - Post Falls, ID	Total Cable Solutions	ST-PA-12	
100	14.85000	1485.00000	28	GRESKO - Wildwood, FL	LYNN ELECTRONICS	ST-PA-12	

22 [F69270016](#) TRAY COYOTE LITEGRIP SHORT - SLIM LINE 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50	22.24710	1112.35500	14	Altec Supply - Riviera Beach, FL	PLP	80809958	
50	24.45000	1222.50000	14	WESCO - Orlando, FL	PLP	80809958	SP = 10 EA
50	24.50000	1225.00000	28	Millennium Florida - Apopka, FL	PLP	80809958	3-4 week leadtime
50	25.33000	1266.50000	42	GRESKO - Wildwood, FL	PLP	80809958	
50	26.55000	1327.50000	5	Graybar - Tampa, FL	PLP	80809958	QT 2001099713
50	26.57000	1328.50000	7	Adams Cable Equipment - Lenexa, KS	PLP	80809958	
50	26.75000	1337.50000	35	Stuart C. Irby - Lake Mary, FL	PLP	80809958	
50	69.72000	3486.00000	30	Netceed - Winston Salem, NC	PLP	80809958	Some in stock

23 [F69300300](#) PAINT, INVERTED MARKING SAFETY ORANGE - FIBER OPTIC 144 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
144	4.75000	684.00000	3	Millennium Florida - Apopka, FL	AERVOE	222	
144	4.88000	702.72000	3	Graybar - Tampa, FL	AERVOE	222	QT 2001099713
144	9.75000	1404.00000	28	GRESKO - Wildwood, FL	AERVOE	222	

24 [F69300400](#) POST, UNDERGROUND FIBER OPTIC WARNING CABLE MARKER - ORANGE 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50	16.41000	820.50000	20	Graybar - Tampa, FL	RHINO MARKER	RHI-RDR72WO-TBD	QT 2001099713
50	30.00000	1500.00000	28	Altec Supply - Riviera Beach, FL	RHINO MARKER	RHI-RDR72WO-TBD	
100	34.75000	3475.00000	35	Stuart C. Irby - Lake Mary, FL	RHINO MARKER	RHI-RDR72WO-TBD	100 piece minimum order
50	35.29000	1764.50000	28	GRESKO - Wildwood, FL	RHINO MARKER	RHI-RDR72WO-TBD	

25 [F69990004](#) TOOL, FIBER ARREMENT 1 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1	471.80000	471.80000	42	GRESKO - Wildwood, FL	FUJIKURA	FAT-04/S10212	
1	495.00000	495.00000	28	Altec Supply - Riviera Beach, FL	FUJIKURA	FAT-04/S10212	
1	561.00000	561.00000	35	Stuart C. Irby - Lake Mary, FL	FUJIKURA	FAT-04/S10212	

1	565.56000	565.56000	20	Graybar - Tampa, FL	FUJIKURA	FAT-04/S10212	QT 2001099713

SuppName

[American Safety](#)
[Graybar](#)
[MacLean Power Systems](#)

T&C Comments

No bid, thanks for the opportunity
 Quoted based off of single release due to freight.
 Quote Completed, IC, 12.05.2025

Boiler Plate Description

ITB#OFN 260227-INVENTORY-FIBEROPTIC MATERIAL-1ST QRT FY26

Document Name

ITB#OFN 260227-INVENTORY-FIBEROPTIC MATERIAL-1ST QRT FY26.pdf 11/18/2025

Revised



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Legislation Text

File #: 2026-0439

Agenda Item #: 10h.

Submitted By: Veronica Martinez

Presentation By: Veronica Martinez

Department: Utility Billing/Customer Service

FORMAL TITLE:

A three-year Agreement with Exceleron Software, LLC, for MyUsage Prepaid Software in an amount not to exceed \$1,500,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Exceleron Software LLC's (Exceleron) MyUsage prepaid billing system has consistently performed for the City of Ocala, demonstrating steady growth over the past several years. In Fiscal Year 2022-23, there were approximately 6,300 customers; this increased to 6,900 in Fiscal Year 2023-24, and exceeded 7,500 in Fiscal Year 2024-25. The system provides customers with enhanced control over their utility services by allowing them to monitor daily usage, review account balances, and make payments as needed to keep their accounts in good standing.

FINDINGS AND CONCLUSIONS:

Customers who activate a prepaid billing account do not need to pay a utility security deposit, allowing them to allocate those funds to other priorities. This program has also enabled many customers to reduce their past-due balances through its internal debt recovery feature. Additionally, as part of the agreement, Exceleron supplies meter data management software, which enables staff to access daily meter readings to assist customers more effectively with their billing inquiries.

Staff recommends approval of the three-year agreement.

FISCAL IMPACT:

Funds are budgeted and available in account number 457-032-230-531-53-34010. The gross cost of the agreement follows the negotiated tiered structure, not to exceed \$1,500,000 during the term of the agreement. The City last entered into a five-year agreement with Exceleron in September 2020 and incurred a total cost of \$2,280,605 through November 2025.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CONTRACT# CSO/200693

MYUSAGE SOFTWARE ACCESS AGREEMENT

This MyUsage Software Access Agreement (“**Agreement**”), dated as of the Effective Date shown below, is entered into by and between Excecleron Software, LLC., a Texas limited liability company and wholly owned subsidiary of EnergyComNetwork, Inc., with an address of 8144 Walnut Hill Lane, Suite 907, Dallas, TX 75231 (“**Excecleron**”), and Company identified below. This Agreement consists of this cover page (the “**Cover Page**”) and the terms, conditions, and information in the attached Exhibits A, B, C, D, and E.

Company Name	City of Ocala		
Contact Name & Title	Veronica Martinez, Customer Service Manager		
Street Address	100 SE Watula Ave, 3 rd FL		
City, State and ZIP	Ocala, FL 34471		
Telephone	(352) 629-8246		
E-mail Address	vmartinez@ocalafl.gov		
Effective Date	Upon Excecleron’s signature	Initial Term	January 1, 2026 to December 31, 2028
FEES			
Configuration and Training Fee	\$0.00 billable at contract execution		
Notification and IVR Fees	Company shall pay the following charges for generating and sending and/or receiving notifications: \$.05 for each IVR minute; \$.04 for each text message; Email/Push notifications are not charged		
Monthly MyUsage Prepay Fees	Company shall pay the following monthly fees commencing on the Go Live Date and continuing during the term of the agreement (the “Fees”):		
	Subscriber Tiers	\$ per Subscriber/month	
	< 2,000	\$6 (see Monthly Minimum)	
	2,001 - 3,000	\$5	
	3,001 - 4,000	\$4	
	4,001 - 8,500	\$3	
	8,501 - 12,500	\$2	
	12,501 – 15,000	\$1.75	
	15,001+	\$1.25	
Monthly Minimum Fees	Commencing on the Go Live Date and continuing monthly thereafter during the Term, Company shall pay the greater of the Monthly Minimum and the Fees for that month as outlined below.		
	Month following the Go Live Date:	Monthly Minimum Fees	
	Month 1 – End of Term	\$5,000	
MyUsage Payments Fees	The following payment fees shall apply to payments being made by Prepay Participants. Convenience Fee to consumer: \$4.50 per Credit Card for web and mobile transactions (limit \$500 per transaction) \$5.00 per Credit Card for IVR transactions (limit \$500 per transaction) \$0.40 per ECHECK for IVR transactions		

	<p>Payment Processing Fees for ECHECK Transactions to be paid by City of Ocala: \$0.15 per ECHECK for web and mobile transactions</p>
Other Payment Fees	<p>Fees to be paid by the Company:</p> <p>Payment Processing Bank Exception Fees: \$1.25 per Deposit Matching/Repair item \$10.00 per Chargeback transaction \$2.50 per Notice of Change on ECHECK \$2.75 per ECHECK return transaction \$4.50 per Each ECHECK return transaction designated as Fraud by Company</p> <p>Point of Sale (If applicable) \$600 plus shipping for each Ingenico Lane/3000 EMV card device provided to the Company</p>
MyUsage CheckOut Fees	<p>The following payment fees shall apply to payments being made by Company as defined in <u>Exhibit D</u>. CheckOut Convenience Fee to consumer for CheckOut cash payments: \$1.50/transaction</p>
Payment	<p>The above fees and charges are payable as provided in the attached <u>Exhibit A</u>.</p>
SIGNATURES	
<p>In witness whereof, Exceleron and Company have executed this Agreement by their duly authorized officers as of the Effective Date.</p>	
Exceleron Software, LLC	City of Ocala:
Signature:	Signature:
Name (printed): Ravi Raju	Name (printed):
Title: COO	Title:
Date:	Date:

Approved as to form and legality:

EXHIBIT A
TERMS AND CONDITIONS

1. Definitions

“**Confidential Information**” means this Agreement and all its exhibits, the MyUsage Software, documentation, information, data, drawings, specifications, and any other information supplied by one party to the other and which should reasonably be considered confidential. Confidential Information will not include information that is publicly available, becomes publicly available through no fault of the other party, is already in the other party’s possession without a confidentiality obligation, is obtained by the other party from a third party without restrictions on disclosure, or is independently developed by the other party without reference to the Confidential Information.

“**Company Data**” means all data and information (whether or not Confidential Information) entered into the System by Company.

“**Effective Date**” is defined on the Cover Page.

“**Go Live Date**” means January 1, 2026.

“**Initial Term**” is defined on the Cover Page.

“**MyUsage Software**” or “**Software**” means that certain Exceleron software called MyUsage or other Exceleron software that is used to provide the Services.

“**Participating Customer**” or “**Subscriber**” means a customer of the Company who utilizes the Software.

“**Potential Participating Customer**” means a customer of the Company.

“**Services**” means any services provided pursuant to this Agreement, including training, support and other services.

“**System**” means Exceleron’s computer systems that are used to host the MyUsage Software.

2. MyUsage Software Access

2.1 Exceleron hereby grants to Company a non-exclusive, nontransferable, non-sublicensable license to use the MyUsage Software through the System during the Term (as defined below) solely for Company’s internal business purpose related to utility service.

2.2 Company must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make such connection to the Internet, including a computer, modem and specified browser and plug-in software.

2.3 Exceleron will retain sole and exclusive ownership of all right, title and interest in and to the MyUsage Software and

System, including any updates, modifications, new features, customizations, upgrades, and all copies thereof.

2.4 Company Data shall be and remain the property of Company. Upon Company’s request, or upon the termination or expiration of this Agreement, such Company Data shall be promptly returned to Company by Exceleron in a form then maintained by Exceleron or, if Company so elects, shall be destroyed. Exceleron shall be free (during and after the term hereof) to use non-identifiable derivative and aggregate data to improve and enhance the Software and related services and for other development, diagnostic and corrective purposes in connection with the Software, related services and other Exceleron offerings. Company is responsible for the security of Company Data, including all Company Data that Exceleron possesses or otherwise stores, processes, or transmits on Company’s behalf. Exceleron will provide Company with its annual PCI-DSS Attestation of Compliance upon request to demonstrate Exceleron PCI-DSS compliance status.

3. Service Level and Support

3.1 Exceleron will use commercially reasonable efforts to make the System available for Company’s access between the hours of 5:00 a.m. and 2:00 a.m. Central Time, seven (7) days a week (“**Operating Hours**”). Except in the case of emergencies, Exceleron will provide Company with at least twenty-four (24) hours prior notice of downtime required during Operating Hours and will use commercially reasonable efforts to accommodate Company’s schedule for such downtime.

3.2 The MyUsage Software and System will operate in material conformance to the specifications set forth in Exhibit B. As Company’s sole and exclusive remedy, Exceleron will use commercially reasonable efforts to fix any non-conformities. Company agrees that Exceleron may, in its reasonable commercial judgment, amend Exhibit B from time to time to further detail the MyUsage Software and System. Amendments to Exhibit B are effective upon Company’s receipt of the revised Exhibit B. However, if: (a) the amendment would materially and adversely affect Company, (b) Company provides Exceleron with a written notice describing its objection to the amendment in reasonable detail within five (5) business days of the effective date of the amendment, and (c) Exceleron does not agree to waive the amendment as to Company within five (5) business days of Company’s notice, then Company may terminate this Agreement without liability.

3.3 Exceleron will provide Company with those error corrections and modifications to the MyUsage Software that Exceleron provides without cost to other Companies that access the MyUsage Software through the System.

3.4 Exceleron will provide telephone call-back support during Exceleron's normal business hours to permit Company to report problems and seek reasonable assistance in the use of the MyUsage Software.

3.5 Exceleron will not be in default of this Agreement, or be liable in any way, to the extent the System is unavailable wholly or partly due to: (i) Company's failure to perform its obligations under this Agreement that affects the performance of the System; (ii) force majeure events set forth in Section 12.9; (iii) the performance of Company's third party telecommunications network provider(s); (iv) changes made at the request of Company; (v) unforeseen capacity increases based on changes in Company's business processes for which Exceleron has not received at least thirty (30) days prior written notice from Company; or (vi) Company's software or hardware.

4. Other Services

4.1 Exceleron will provide Company with two (2) business days of training on the use and operation of the System. The class will be held in Dallas, Texas at a mutually agreed upon date and time or at Company's site provided Company reimburses Exceleron for its reasonable travel expenses. Training will be "train the trainer" training and may accommodate up to three (3) individuals. Any additional training will be performed according to mutually agreed terms and conditions.

5. Fees and Payment Procedures

5.1 Company shall pay Exceleron the fees in accordance with the fee structure set forth on the Cover Page and as otherwise provided in this Agreement. All amounts will be due and payable within twenty (20) days after the date of invoice. All amounts shall be paid by Company to Exceleron electronically via Automated Clearing House (ACH). Any amounts owing that are not paid when due will accrue interest from the due date at the rate of eighteen percent (18%), or the maximum rate permitted by law, whichever is less.

5.2 All amounts shown in this Agreement are in United States dollars and are net of all sales, use, property and related taxes. Company shall be responsible for all taxes arising out of or related to this Agreement (except for taxes based upon the net income of Exceleron), regardless of whether Exceleron bills Company for such taxes.

5.3 In the event that Company has not timely paid fees due under this Agreement or Company is otherwise in breach of this Agreement, Company acknowledges that Exceleron may suspend or deny Company's access to the MyUsage Software and System.

6. Term and Termination

6.1 This Agreement will take effect on the Effective Date and, unless terminated earlier as provided in this Section 6, will remain in force during the Initial Term which shall commence

on the Go Live Date. Following the Initial Term, unless terminated earlier as provided in this Section 6, this Agreement may be renewed for up to two (2) additional consecutive renewal periods of one (1) year each upon mutual written agreement between the parties (each one-year period, a "**Renewal Term**"; and collectively with the Initial Term, the "**Term**"). Any such Renewal Term must be executed prior to the expiration of the then-current Term.

6.2 Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other party with at least thirty (30) days written notice prior to the date of termination.

6.3 A party may terminate this Agreement upon written notice to the other party if such other party breaches a material term, condition or provision of this Agreement unless the breach, if capable of being cured, is cured within thirty (30) days (ten (10) days for non-payment) after the non-breaching party gives the breaching party written notice of such breach.

6.4 A party may terminate this Agreement upon written notice to the other party if such other party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

6.5 Notwithstanding Section 6.3, Exceleron may terminate this Agreement immediately upon Company's breach of the license restrictions in Section 2.1.

6.6 Upon termination for any reason, Company will immediately cease all use of and access to the MyUsage Software and System and will pay all amounts due and/or payable through the date of termination. The parties recognize that the harm caused by a breach of this Agreement is incapable or difficult of estimation. Accordingly, in the event of termination of this Agreement by Exceleron pursuant to Sections 6.3, 6.4, or 6.5, a fee ("**Termination Fee**") will become immediately due and payable. The Termination Fee will be calculated as the greater of those Monthly Minimum Fees that would otherwise become due under this Agreement during the remaining Term or fifty (50) percent of the average of the total fees paid by Company to Exceleron each month under this Agreement for the previous twelve-month period multiplied by the number of months remaining in the Term. Any partial months will be considered whole months for the purpose of the calculation of the Termination Fee. The parties agree that such amounts are a reasonable forecast of the amount necessary to render just compensation. Nothing in this provision is intended to entitle Exceleron to collect unearned interest or to receive an interest rate greater than the rate allowed by law.

7. Disclaimer of Warranties

7.1 EXCELERON MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICES, MYUSAGE SOFTWARE, THE SYSTEM OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO COMPANY UNDER THIS AGREEMENT. EXCELERON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. Limitation of Liability

8.1 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1 AND 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1 AND 10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY COMPANY TO EXCELERON UNDER THIS AGREEMENT FOR THE MONTH IN WHICH THE CAUSE OF ACTION AROSE, PROVIDED HOWEVER, THE LIMITATION ON DAMAGES EXPRESSED IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL OR WANTON CONDUCT OF THE PARTY CREATING THE DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Indemnification

9.1 Exceleron will, at its expense, defend, indemnify and hold Company harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Company that the MyUsage Software as used through the System or the Services infringe any patent, copyright, trade secret or other proprietary right of any third party. Company

shall give such assistance and information as Exceleron may reasonably require to oppose such claims. Exceleron shall have no obligation for any claims arising out of a combination or use of the MyUsage Software as used through the System with non-Exceleron programs, products or data, if such combination or use is the cause of the alleged infringement.

9.2 In the event a third-party claim of infringement is threatened or occurs, Company will immediately notify Exceleron. Exceleron may, in its sole discretion, alter or replace the MyUsage Software or System with a non-infringing functionally equivalent system. If Exceleron determines that none of these alternatives is reasonably available, Exceleron may terminate this Agreement and refund to Company any fees paid in advance for the time following termination.

9.3 Company acknowledges that (i) Company has the sole discretion whether to provide utility service to its customers, (ii) Company has the sole discretion and authority to disconnect utility service, and (iii) Company shall not rely upon Exceleron to determine whether to connect or disconnect utility service. Accordingly, COMPANY WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD EXCELERON HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES, INCLUDING DEATH, RELATED TO OR ARISING OUT OF AN ALLEGATION BROUGHT AGAINST EXCELERON ARISING OUT OF OR RELATED TO THE MYUSAGE SOFTWARE, THE SYSTEM OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY CLAIMS AS A RESULT OF A BREACH BY COMPANY OF THIS AGREEMENT OR ANY OTHER AGREEMENTS AND ANY CLAIMS BY COMPANY'S CUSTOMERS WITH RESPECT TO COMPANY'S UTILITY SERVICE PROVIDER OBLIGATIONS), REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXCELERON EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF EXCELERON. Exceleron shall give such assistance and information as Company may reasonably require to oppose such claims.

9.4 At Company's request, Exceleron may record certain customer support calls for quality assurance purposes. Company is solely responsible for complying with all legal and regulatory requirements related to the recording such calls, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Company is responsible for notifying Exceleron of any legal or regulatory requirements associated with recording such calls. Company will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's recording of customer support calls.

9.5 At Company's request and subject to any regulatory restrictions, Exceleron will display Company's name on the "caller id" display for Company's Participating Customers. Company is solely responsible for complying with all legal and regulatory requirements related to the display of the caller id,

including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Company is responsible for notifying Exceleron of any legal or regulatory requirements associated with the display of Company's name on "caller id". Company will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's display of Company's name on caller id.

9.6 Telephone Consumer Protection Act ("TCPA"). Company is responsible for notifying Exceleron of any legal or regulatory requirements associated with Company's compliance with the TCPA. Company acknowledges that Exceleron is a "common carrier" for purposes of the TCPA and its sole obligation is to comply with the TCPA-related instructions provided by Company. Company will provide Exceleron with "opt out" language to be included in all communications to Company consumers (e.g., voicemails, e-mails and text messages) generated by the MyUsage Software ("TCPA Opt Out Language"). Exceleron will, at its expense, defend, indemnify and hold Company harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Company because the MyUsage Software generated a communication(s) without the TCPA Opt Out Language or Exceleron failed to comply with Company's written instructions for TCPA compliance. Company shall give such assistance and information as Exceleron may reasonably require to oppose such claims.

9.7 Company acknowledges and agrees that the Services are not appropriate for critical care customers or other customers who, by reason of applicable regulation or practical dependence on the provision of electricity, should not be subjected to the possibility of a termination of electrical service ("Critical Customers"). Company agrees that it will not permit any Critical Customers to use the Services.

9.8 No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the Company of which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute §768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

10. Confidential Information

10.1 Each party ("**Receiving Party**") acknowledges that the other party's ("**Disclosing Party**") Confidential Information constitutes valuable trade secrets and the Receiving Party agrees that it shall use the Disclosing Party's Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent. The Receiving Party

agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Disclosing Party's Confidential Information from unauthorized use and disclosure as the Receiving Party takes with respect to its own similar confidential information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the Receiving Party promptly notifies the Disclosing Party and assists the Disclosing Party in resisting or limiting such disclosure, and if compelled by such order, discloses the minimum amount of information necessary to comply with law.

10.2 Exceleron may list Company's name in Exceleron's materials and may otherwise inform third parties that Company is an Exceleron customer that uses the MyUsage Software and System.

10.3 In the event of actual or threatened breach of the provisions of Section 10.1, the Disclosing Party may have no adequate remedy at law and will be entitled to seek immediate and injunctive and other equitable relief.

10.4 **PUBLIC RECORDS.** Exceleron shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Exceleron shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Exceleron does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Exceleron or keep and maintain public records required by the public agency to perform the service. If Exceleron transfers all public records to the public agency upon completion of the contract, Exceleron shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Exceleron keeps and maintains public records upon completion of the contract, Exceleron shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF EXCELERON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

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

11. Assignment

11.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Company, without providing prior written notice to Exceleron. For purposes of this Agreement, a transaction such as a merger, consolidation, reorganization, change of control, stock sale or exchange, sale of any substantial portion of Company's assets or similar transaction will be deemed to be an assignment. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

12. Miscellaneous

12.1 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service.

12.2 Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

12.3 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.4 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

12.5 This Agreement is for the sole benefit of Exceleron and Company and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any person, other than Exceleron and Company and such assigns, any legal or equitable rights hereunder.

12.6 This Agreement may not be amended, except by a writing signed by both parties.

12.7 No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.8 This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

12.9 Except for the obligations to make payments hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, civil disorder, communications failures, failures of third parties, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

12.10 The provisions of Sections 1, 2.3, 2.4, 5, 6.6, 8, 9, 10, and 12 will survive termination of this Agreement.

12.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its choice of laws provisions. Exclusive venue for any dispute between the parties arising out of or related to this Agreement shall be with the state or federal courts in Marion County, Florida. Each party consents to the jurisdiction of such courts in any dispute arising out of or related to this Agreement. Notwithstanding the foregoing, in the event of a dispute, Company and Exceleron agree to conduct a good faith non-binding mediation within thirty (30) days after receipt of notice under Section 12.1 of a breach of this Agreement in order to amicably resolve any dispute. Company and Exceleron agree to cooperate in selecting an attorney-mediator and to follow their procedures, format and timelines established by the chosen mediator. Company and Exceleron agree to equally share the costs of mediation..

12.12 The Company hereby grants to Exceleron the non-exclusive, non-transferable right to market and promote the Services to Potential Participating Customers under the terms of this Agreement. The Company shall retain the right to approve of all messaging and promotional materials prior to presentment to Potential Participating Customers, which shall not be unreasonably withheld. Exceleron is authorized to use the Company's trademarks, logos, and marketing materials for the purpose of marketing the Services, provided that such use is in accordance with the Company's branding guidelines and any

applicable laws. Exceleron agrees to conduct all marketing and promotional activities in full compliance with all applicable laws, regulations, and industry standards.

Exhibit B

Specifications and Functionality

Introduction

A. Purpose

This Exhibit defines specific functional and performance requirements of the MyUsage Software (also referred to as “MyUsage” herein). Any capitalized terms not defined in this Exhibit B shall have the meaning set forth in the Agreement

B. Scope

MyUsage is a web-based system that provides Companies with the necessary tools to offer their customers a prepay alternative to traditional billing, usage monitoring, e-bill, IVR, alerts, and payment options. Participating Customers will have the ability to prepay for utilities, monitor their consumption, credit balance and receive notification of pending disconnections. Payments will be posted to the System as they are made available by Company. Daily usage charges are calculated based on rates established and maintained by Company. During the enrollment process, Participating Customers will provide the Company with contact information to be used during the notification process.

General Description

A. Product Functions

- Prepay Accounts will be created in MyUsage as Participating Customers are enrolled in Company’s prepay program. An initial payment (as determined by the Company) will be posted to the account and displayed. Payment may be applied to the balance or as a service credit for future use depending upon the account specifics. Usage is monitored daily and the calculated cost for consumption across services such as electricity, water, gas, and other metered utilities are deducted from the Participating Customers current balance, provided that data integration exists to the appropriate AMI system
- Non-Prepay Accounts that are used to monitor usage or view an electronic bill (e-bill) can also be created in MyUsage so that Participating Customers can view their usage and electronic bill (e-bill)
- Participating Customers can make payments with credit cards, debit cards, ACH/E-check, or cash at retail locations
- Participating Customers can keep abreast of their account through receipt of notifications for which they select the method and frequency during account creation.
- For Participating Customers in the prepay program, an order is created to disconnect the service when the service credit balance reaches zero. If a payment is received prior to the actual disconnection being completed, the order is automatically cancelled in MyUsage; therefore, disconnection can be avoided provided the Company utilizes the “Order Status” feature of MyUsage as opposed to a disconnection process outside of MyUsage. If the customer has already been disconnected, a reconnect order will be generated. Additional fees or charges will also be applied when applicable such as disconnect charges or reconnect charges.
- Participating Customers will have 24/7 access to their account via the internet, the mobile app or an IVR

B. Utility User Capabilities and Objectives

1. Create new prepay accounts
2. Post payments to accounts and display updated account balance
3. Determine unused credit and estimated number of days of unused service
4. Post payment corrections to accounts
5. Perform account maintenance (update contact information, address changes etc.)
6. Access pending disconnect and reconnect orders and view their status
7. Insert notes or events on accounts unless business practice dictates insertion of notes or events into CIS only
8. View reports

Functional Requirements

A. Creating new accounts

1. Company’s customer service representative, hereafter referred to as a CSR, will enter a new customer’s name, address, location information and meter information into MyUsage to establish a new account. Participating Customer account information may already exist in current billing system. If access, connectivity and integration is possible, this information will be pre-populated.

B. Payment Processing

1. Payments posted to Company’s billing system will be collected on a scheduled interval and posted to MyUsage electronically if access and connectivity to the Company’s billing system is available
2. The CSR also has the ability to post customer payments to MyUsage account. This may be accomplished manually and/or automatically depending upon the Company’s payment processing channels and available integration
3. Payments posted in MyUsage will be reported to Company’s CIS system
4. MyUsage Supports multiple payment channels:
 - a. Web portal
 - b. Mobile app

c. IVR

d. Retail partners

5. MyUsage supports payments via credit/debit cards, ACH/e-check and cash at retail locations (CheckOut)
6. MyUsage Checkout provides barcode-based bill payment at participating retail locations
7. If supported by the integration with the CIS, MyUsage provides Participating Customers with an autopay option where by they can store payment information and schedule recurring automatic payments

C. Account Maintenance

1. The CSR is able to access a Participating Customer's record in MyUsage in a timely manner and answer questions relative to information contained in MyUsage.
2. Participating Customer information is organized for quick access
3. The account information page allows the CSR to change specific customer information (i.e. billing information, contact information etc.)
4. Billing and payment information, agent location information, notification history, order history are available to the CSR for the desired Participating Customer

D. Acquisition of Usage Data

1. Usage data will be acquired from the Company's Advanced Metering Infrastructure (AMI) database or other usage database. Both daily consumption and interval data is supported by MyUsage if available. Access to client-side application to query the desired data and transmit such data to the MyUsage application is required

E. Calculate Usage Debits

1. Usage charges will be calculated nightly as new usage is received and inserted into MyUsage to debit the Participating Customer's balance.
2. **Monitoring:** Each meter will be monitored to ensure that a usage record is received and processed each night. Accounts for which usage was not received will be displayed in an Exceptions Report.

F. PCA (Power Charge Adjustment) True-up

1. **Description:** The Power Cost Adjustment (PCA) is part of the rating engine. It can be updated, typically monthly, via an API or manually depending upon the level of integration. If applicable, a true-up may occur during the reconciliation process and such results from PCA being applied to CIS billing retroactively and to MyUsage at the time of which the new PCA is available. (This portion is applicable only to those Companies utilizing PCA.)

G. Calculate taxes

1. **Description:** Applicable taxes will be calculated and applied to the Participating Customer's account.

H. Web Service Interface to Disconnect/Reconnect

1. **Description:** Provide a process that will interface with remote disconnect/reconnect collars if available.
 - a. A disconnection order will be generated based upon Participating Customer's account no longer being in good standing as defined by Company. Disconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the disconnection method utilized by Company, disconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Company.
 - b. A reconnection order will be generated based upon sufficient payment being applied to Participating Customer's account to bring account into good standing as established by the Company. Reconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the reconnection method utilized by the Company, reconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Company.

I. Notification Server

1. The MyUsage notification server permits Participating Customers to receive selected notifications in the form designated and at the time designated
2. Default notifications and method of notification can be selected by the Company
3. Notification settings can be accessed through MyUsage by CSRs and Participating Customers
4. Notification methods available include Interactive Voice Response (IVR), SMS text message, email or push notification
5. Notification events are tracked at the account level

J. IVR Inbound Member Services

1. Participating Customers will have the ability to call an access number to obtain information pertaining to their usage and current balance. The ability to make a payment via the IVR will also be provided.
2. MyUsage supports the ability to make a payment via the IVR
3. The IVR supports English and Spanish language options
4. If configured, automatic account look-up is supported via caller ID

K. Online Bill View (MyUsage)

1. Participating Customers may view electronic bills
2. Payment history will also be permitted through online bill view (MyUsage).
3. MyUsage provides daily and interval usage data (if interval data is available) including current and limited historical data

4. If configured, Participating Customers can view an estimated upcoming bill total based on consumption to date

L. Arrearage Assist

1. **Description:** Participating Customers will have access to Arrearage Assist which allows a consumer to pay off his arrearage over time at a designated percentage of each payment. (The designated percentage is configurable by the utility and can vary by account and circumstances.) For example, if \$100 is placed in Arrearage Assist at a 25% recovery rate, each time a consumer makes a payment, 25% of that payment will be automatically applied to Arrearage Assist (no action required by CSR) reducing the \$100 with each payment until the Debt Assist has been completed. The remaining 75% is applied to the prepay balance.
2. While Arrearage Assist is most often used during prepay account creation due to a prepay account having to be brought current during account creation and the consumer is asked to pay that amount to begin prepay, ALL OR PART OF THAT AMOUNT may be placed in Arrearage Assist. (“Brought current” is similar to final billing where account balance, unbilled usage, unbilled fixed charges, unbilled taxes, deposit, and utility required starting credit are part of the “brought current” calculation and shown as “Amount Owed” in MyUsage.) Arrearage Assist may be used during any time throughout the prepay lifecycle. Examples of this would be an old balance is discovered, or a large unforeseen charge is levied, and you want to give the customer additional time to pay.

Interface Requirements

A. User Interface

1. CSRs access MyUsage with a web browser. No additional software is required on the user's workstation
2. All MyUsage functions are accessible via the Main Menu. Access requires a valid username and password and levels of access are restricted by various permission levels
3. Navigation is accomplished using standard links and drop-down boxes

B. Company MyUsage.com

1. Exceleron will provide all Participating Customers internet access to MyUsage.com
2. Access to MyUsage.com requires a username and password that is established during account setup in MyUsage
3. Company will have the ability to disable individual account access via the MyUsage interface

C. MyUsage Mobile App

1. Participating Customers may download the MyUsage Mobile App for iPhone or Android from the Apple Store or Google Play Store
2. Participating Customers must use the username and password that is previously established during the account setup in MyUsage to login into the MyUsage Mobile App
3. Participating Customers may manage logins via the MyUsage Mobile App

Exhibit C
Supplemental Terms and Conditions for Payment Processing

This Exhibit C is hereby a part of the Agreement. The following supplemental terms and conditions shall apply to Company's use of Exceleron's payment processing services.

1. DEFINITIONS

Whenever used in this Exhibit C, the words and phrases listed below shall have the meanings given below. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

"ECHECK" or "Electronic Check" means automated debit from the Cardholder's checking or savings account with an ACH transaction.

"Business Day" means each weekday, Monday through Friday, which is not a holiday of the United States Federal Reserve.

"Card Company" means an association, such as Visa U.S.A. Inc., MasterCard International, Incorporated or American Express that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.

"Cardholder" means owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card. In the case of ECHECK transactions, this is responsible party or owner of the checking or savings bank account.

"Chargeback" means the challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant/sub-merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.

"Computer System" or "Computer Systems" means (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, user and training documentation and special forms; and (iii) the tangible media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

"Convenience Fee" means a fee charged to Cardholders of Company for the use of the Services as set forth in Section 9 of this Exhibit.

"Credit/Debit Card" means a VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Company.

"Credit/Debit Card Acquirer" means any financial institution providing services related to those in this Exhibit, which is a member bank of Visa or MasterCard national bank card associations and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit/Debit Cards and/or Discover and American Express merchant financial institutions, as applicable.

"Credit/Debit Card Issuer" means any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants/sub-merchants sponsored by Visa and MasterCard merchant financial institutions.

"Electronic Bill Presentment" means presenting a PDF image of consumer's bill (obtained from company's bill print vendor) on demand to consumer.

"IVRS" or "Interactive Voice Response System" means an automated telephone response System, accessible by Cardholders for the initiation of Payment Requests, that presents a series of choices to the caller, and to which the caller responds by pushing buttons on the touch-tone telephone.

"Merchant Services Agreement" means a merchant services agreement or sub-merchant agreement between the Credit/Debit Card Acquirer and Company establishing the authority for the Company to accept Credit/Debit Cards as a means for payment for

goods and services. The authority is granted with the condition that the Company follow established Card Company operating rules and regulations.

“Point of Sale” or “POS” means face-to-face payments where cardholder and card are present and card payment account data can be either swiped, chip-read or keyed into MyUsage Payments for processing.

“Remittance” means an amount remitted by a Card Company in connection with payment by a Cardholder to the Company or payment of a Convenience Fee transaction.

“Retrieval Request” means requests initiated by a Cardholder or his Credit/Debit Card Issuer, for information regarding specific charges to his Credit/Debit Card account for the Company bill payment or Convenience Fee.

“Returns” means Company’s initiated reversal of a Credit/Debit Card charge or an ECHECK payment to a Cardholder’s account.

“Settlement” means the process by which the funds for Cardholder transactions are passed from Credit/Debit Card Issuers to Credit/Debit Card Acquirers or from the settlement bank to the Company.

All other capitalized terms in this attachment, other attachments or elsewhere shall have the meaning given to that term in the Agreement.

2. General Terms

Company will provide to Exceleron all Company data generated for Company’s customers necessary for Exceleron to successfully process payments on behalf of Company. Unless otherwise expressly agreed to in writing by Exceleron to the contrary, Exceleron will process all of Company’s customer payment transactions as defined in the MyUsage Payments Fees section above. Company will not use credit card or ECHECK processing of any bank, payment processor, entity or person other than Exceleron for processing of Company’s Cardholder payment transactions as defined in the MyUsage Payments Fees section above throughout the term of this Agreement.

3. GENERAL DESCRIPTION OF MYSUSAGE PAYMENTS PROGRAM

In general, but subject to the more detailed description of Exceleron’s and Company’s obligations elsewhere in this Agreement, the Services is a merchant/sub-merchant bill payment service whereby a Cardholder uses an IVRS, Exceleron Internet site (MyUsage Payments.com) or POS interface to request a payment transaction to Company by means of a charge against a Credit/Debit Card or an ECHECK debit (the “Payment Request”) in accordance with Exceleron’s and Company’s procedures. Concurrently, the Cardholder or Company shall be charged the applicable fee for use of the Services as set forth in Section 9 of this Exhibit in connection with using the Services as described herein. The portal to accept Payment Requests is available twenty-four (24) hours a day, seven (7) days per week except for scheduled maintenance. Computer System downtime will not exceed one tenth of one percent (0.1%) of the time, not including scheduled maintenance, during the term of the Agreement. Exceleron is not responsible for the availability of the Internet or the Company’s Computer Systems.

Payment Requests processed hereunder will be subject to the appropriate approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank (each, an “Authorization”) and other policies and security procedures established by Exceleron or Credit/Debit Card Acquirer or Issuer from time to time or otherwise agreed to in writing by the parties. The IVRS, Internet site and POS interface will initiate an on-line Authorization request through the respective Credit/Debit Card Issuer for payment of the Company bill and the Convenience Fee amounts. ECHECK Payment Requests will verify the bank routing and transit number. The IVRS, Internet site and POS interface will provide a confirmation number to Cardholder to confirm acceptance and processing of the bill payment transaction if the Payment Request was accepted. If a Payment Request was declined, the IVRS, the website, POS interface will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to Company will not be processed if payment of the Convenience Fee is not also approved. In addition, Exceleron, on behalf of Company, at the request of Company, will deny a Credit/Debit Card or ECHECK payment based on a prior Chargeback or an ECHECK transaction that was returned and not authorized by the bank of the Cardholder (a “Returned ECHECK Item”). Exceleron shall not process payment transactions manually, except for correcting rejected transactions and processing adjustments.

Exceleron will provide support for Company’s customer service staff during Exceleron’s standard business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general Services operation delivery questions. Exceleron shall make a

commercially reasonable attempt to respond to all Company inquiries by the end of the next Business Day after notification. In cases where inquiries cannot be resolved by the end of the next Business Day, Exceleron shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the Company representative.

4. SCRIPT PROMPTS, INTERNET SITE AND PARAMETERS

The script prompts, Internet site and parameters shall be described during the Company implementation process. Company shall approve all IVRS scripts in use and the Internet site to be used, hereunder, prior to implementation. Any customized changes to the standard script prompts, the Internet site and parameters listed in the set-up sheets require a three (3)-week lead-time. With respect to customized changes, Exceleron will respond with the estimated time to make the change in seven (7) Business Days. Such charges will be in accordance with the fee schedule set forth in Exhibit C, Section 9.1.

5. REMITTANCE DATA FILE AND REPORT DELIVERY

A data file that includes both summary and detail of all Cardholders' initiated payment transactions reflecting payments processed during the current Business Day shall be created after each Business Day's Settlement cut-off time (a "Remittance Date File") and should be delivered electronically to Company within 60 minutes of their scheduled batch close time. Files will be in Exceleron's standard flat file format unless mutually agreed to otherwise, which may result in an additional charge. Exceleron shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of Company. Exceleron shall retain a record of all Company payment data for the greater of (a) a period of three (3) years or (b) as required by state law, statutes and/or federal regulations. At the end of each Business Day, Exceleron will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer and send all ECHECK transactions electronically to the appropriate banks. Company is responsible for accessing and retrieving the Remittance Date File. The Remittance Date File will have the following reports:

- i. Financial Control shows the processing, verifying, and monitoring of Credit/Debit Card and ECHECK transactions from Cardholder by Exceleron. Exceleron will provide Company with accurate payment detail to allow for timely and accurate posting of the Cardholder accounts.
- ii. Daily Payment Detail shows the detail and totals of all payments processed by Exceleron and shall include Cardholder's customer account number, payment amount, payment type, date and time of the payment, payment type used (specific Credit/Debit Card type or ECHECK), confirmation number, Convenience Fee amount.
- iii. Daily Payment Summary shows the daily totals of all payments and Company Settlement transactions processed by Exceleron and submitted for Settlement, on behalf of Company and shall include amount and volume by, payment type used (specific Credit/Debit Card type or ECHECK), and processed through each Business Day.
- iv. Daily Detail – Adjustments shows the account detail and daily totals of all Company initiated Returns, Returned ECHECK Items and Credit/Debit Card Issuer Chargebacks received and processed by Exceleron and shall include Cardholder's customer account information, payment amount, payment type (Credit/Debit Card type used or ECHECK), Return or Chargeback code, original payment date, and confirmation number.

6. ADJUSTMENT PROCESSING - RETRIEVALS, CHARGEBACKS, REFUNDS and RETURNED ECHECK ITEMS

Exceleron will from time to time provide adjustment services for the handling of Credit/Debit Card Retrieval Requests, Chargebacks and Return ECHECK Items received from the Credit/Debit Card Acquirer or a bank. Upon receipt of a Retrieval Request, Exceleron will provide information, reasonably required, to satisfy the Retrieval Request. In the event that the Retrieval Request is asking for missing name and/or address information, Exceleron will attempt to obtain this information from Company. It is Company's option to comply with the request or not. If Company elects to complete this information, Company shall complete the name and address information and return it to Exceleron within one (1) Business Day. The processed Chargeback transaction(s) provided by the Credit/Debit Card Acquirers will be detailed on the daily Financial Report and Remittance Data File provided to the Company. Exceleron can, at Company's option, provide stop payment security parameters to block the use of a Credit/Debit Card, bank account, or customer account number that has been involved in a previous Chargeback or Return situation.

7. ADDITIONAL EXCELERON RESPONSIBILITIES

Exceleron will provide support, maintenance and updates for the IVRS equipment, IVRS Computer Systems, IVRS software, IVRS database(s) and Internet site if provided by Exceleron. Exceleron will monitor call volumes and Internet site hits, IVRS and Internet system performance, and maintain adequate personnel and Computer Systems resources to provide Services. Exceleron shall maintain records of each payment using the Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning Services. Exceleron will provide at least sixty (60) days advance written notice to Company of any changes or enhancements to the Exceleron Computer System where such changes alter the way of use or process for the Company Cardholder and Company. Exceleron will provide written notice to Company of any changes that may affect Company's ability to use the Services.

8. ADDITIONAL COMPANY RESPONSIBILITIES

Company shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the Services provided hereunder, (ii) the Merchant Services Agreement(s) between Company and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, including Chapter 8 of American Express Program Operating Regulations, the American Express Merchant Operating Guide, and all applicable website requirements specified in these Operating Regulations; (iii) written materials, advice and technical information provided in connection with the Services provided hereunder; (iv) PCI-DSS data security requirements, including Chapter 15, "Data Security" of the American Express Program Operating Regulations; (B) distribute, inspect, and review all reports created from information transmitted or delivered by Exceleron and reject all incorrect reports within two (2) Business Days after receipt thereof for daily reports and within three (3) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to Chargebacks and retrievals, Company shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, Company shall promptly inform Exceleron of any errors, deficiencies, or irregularities reflected in any such statements that Company discovers. Failure to so reject any report collected from such information shall constitute acceptance thereof. Company shall indemnify and hold harmless Exceleron from and against any and all taxes, assessments, duties, permits, fees, or other charges of any nature or kind that Company is responsible to pay, or is liable for, as well as, any additions to tax, penalties, interest, fees, or other expenses, if any, incurred by Exceleron as the result of any such taxes, assessments, duties, permits, fees, or other charges not being paid at the time or in the manner required by applicable law, or any taxes, assessments, duties, permits, fees, or other charges of any nature or kind that are imposed upon or related to any payment by a Cardholder, and goods and services sold by Company to Cardholders. Company agrees to indemnify, defend and hold Exceleron harmless from any and all third-party claims, actions, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and expenses ("Losses"), arising out of the Company's activities in connection with its Merchant Services Agreement (including, without limitation, any Losses related to Chargebacks or reversals of transactions by Cardholders). The provisions of this paragraph shall survive the term or termination of the Agreement for any reason. Company understands and agrees that Card Companies, including American Express, may use the Company's information obtained in the application at the time of setup to screen, communicate with and/or monitor Company in connection with Card marketing and administrative purposes.

9. PAYMENT PROCESSING FEES.

9.1 Cardholder or Company Charges. For use of the Services under this Exhibit, the Cardholder or the Company, as designated below will be charged a Convenience Fee for electing to use the Services pay-by-phone and pay-by-Internet services paid by Credit/Debit Card or via ECHECK. The Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account as a line item on their Credit/Debit Card statement separate from the bill payment amount or billed monthly to Company. The ECHECK Convenience Fee is separate from the bill payment amount deducted from their bank account or billed monthly to Company.

The credit/debit/echeck Convenience Fees are specified on page 1 of the MyUsage Software Access Agreement in the section entitled *MyUsage Payment Fees*.

The Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty (30) days' prior written notice to Company.

9.2 Company Charges. The following table sets forth fees payable to Exceleron by Company with respect to the Services.

The Payment Processing Exception Fees are specified on page 1 of the MyUsage Software Access Agreement in the section entitled *Other Payment Fees*.

Exceleron Optional Fee Schedule

Service Description	Fee Schedule
IVRU Voice Recording Fee *	\$500 / per occurrence for English
IVRU Voice Recording Fee *	\$750 / per occurrence for Spanish
Technical and Business Development Man-Rates **	\$250 / hour + actual travel and living expenses

* The Service Implementation Fee includes the initial IVRS Voice Recording. Once Company signs off on the IVRS script, any future custom script modifications may be billed according to the Exceleron Fee Schedule. Changes to the IVRS script to reflect modifications by Exceleron to the Convenience Fee will be implemented without charge to Company hereunder.

** The Service Implementation Fee includes the technical support needed to establish standard Services. Should Company require customization of the web interface, IVRS script, reports or Remittance Data File formats or integration during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

9.3 Taxes

There will be added to any charges under this Agreement, or separately billed, and Company will either pay to Exceleron, or reimburse Exceleron for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Exhibit or (c) the Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section 9.3 include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by Exceleron in respect of the foregoing, exclusive however, of taxes based on the net income of Exceleron.

Exhibit D
Supplemental Terms and Conditions for Exceleron's CheckOut Payment Service

This Exhibit D is hereby a part of the Agreement. The following supplemental terms and conditions shall apply to Company's use of Exceleron's CheckOut Payment Service. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions

"Account" means an account established with Company for purposes of receiving services provided by Company, to which funds may be applied in payment of amounts owed for the provision of such services.

"Affiliate" means any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly Controls, is Controlled with or by or is under common Control with such party.

"Applicable Law" means (A) the bylaws, operating rules and regulations of any payment network, (B) any applicable rule or requirement of the National Automated Clearinghouse Association, and (C) any and all foreign, federal, state or local laws, treaties, rules, regulations, regulatory guidance, directives, policies, orders or determinations of (or agreements with), and mandatory written direction from (or agreements with), any foreign, federal, state or local government agency or other regulatory authority, including, without limitation, the Bank Secrecy Act and the regulations promulgated thereunder, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and all federal or state statutes or regulations relating to money transmission, unclaimed property, telecommunications, unfair or deceptive trade practices or acts, privacy or data security, as each of the foregoing may be amended and in effect from time to time.

"Bill Payment" means the tendering of funds by or on behalf of a Customer for purposes of applying such funds to an Account held by such Customer.

"CheckOut Convenience Fee" means the fee charged by Exceleron for the services provided in this Exhibit, which CheckOut Convenience Fee will be collected by the Retailer directly from the Customer at the time of the retail transaction.

"Consumer Funds" means those funds, other than CheckOut Convenience Fees, which have been tendered by or on behalf of a Customer in connection with a Bill Payment transaction, but which have not yet been remitted to Company.

"Customer" means a person holding an Account.

"Customer Data" means all information regarding a Customer that is provided by a Customer to, or otherwise obtained by Exceleron or Service Provider, including, without limitation, all "Nonpublic Personal Information" and "Personally Identifiable Financial Information" (as defined in 16 C.F.R. 313.3(n) and (o), respectively), and with respect to the disposal of Customer information, shall also include any record containing "Consumer Information", as that term is defined in the regulations implementing 15 U.S.C. § 1681; provided, however, that "Customer Data" shall not include (i) data or information collected from a Customer by Service Provider, any of their respective Affiliates or service providers, or a Retailer, in connection with a transaction separate and apart from a Bill Payment, or (ii) data or information collected from a Customer by a Retailer in connection with a loyalty or other customer promotional program of such Retailer, provided that such data is limited to name, mailing address, phone number and/or e-mail address.

"Data File" means an electronic data file to which contains the following information relating to a Bill Payment (collectively, the **"Payment Information"**): (i) such information identifying the relevant Account, Customer and optional expiration date as Service Provider may require from time to time in order to accept and process such Bill Payment, and (ii) the amount of such Bill Payment or, in the event that such amount is not fixed, the permitted minimum and maximum amount of such Bill Payment, in each case as specified and authorized by Company.

"Payment Amount" means the amount of funds tendered by or on behalf of a Customer in connection with a Bill Payment which are to be applied to an Account. Payment Amount does not include the CheckOut Convenience Fee which shall be retained by Exceleron, Service Provider, and Retailer.

"Payment Notification" means a notification to Company which indicates that a Bill Payment has been accepted and includes the related Transaction Data.

“**Receipt**” means an electronic receipt containing such information directed by Service Provider relating to a transaction, or a printed receipt generated by the Retailer.

“**Regulatory Authority**” means any card association or payment network which is utilized by any Party or the Service Provider including the National Automated Clearing House Association, any state banking department, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and any other governmental agency, including any foreign governmental agency, having jurisdiction over any of the services to be provided hereunder.

“**Retailer**” means a business that sells goods directly to the public, including Customers, at specific store locations that support the CheckOut Service.

“**Service Provider**” means Interactive Communications International, Inc. which provides an existing, core platform that provides a pass-through processing model backbone to be used for collecting payments and delivering funds to Company

“**Transaction Data**” means, with respect to a Bill Payment, the Payment Information and Payment Amount associated with such Bill Payment.

2. CheckOut Service Definition

Exceleron will enable Company to offer a walk-in, bill pay solution to their customers at third-party payment locations, leveraging Exceleron’s CheckOut payment solution in conjunction with the existing Service Provider’s Retailer network.

Exceleron will provide Company with the ability to provide customers a barcode on statements, customer marketing material, or on desktop and mobile web pages to pay their bill in-lane at cash registers or if applicable, bill pay offices in Retailers across the U.S. Exceleron will coordinate with Service Provider to seek the approval from a designated group of Retailers to accept payments for Company.

The CheckOut payment process requires a barcode tied to a payment account that can be scanned at a retail location for payment. Exceleron has added specific and unique utility functions as well as business rules to enhance the existing infrastructure to provide real-time payment posting to the Company in order to apply payments immediately to the customer’s account.

By utilizing the CheckOut solution and leveraging the existing Service Provider’s Retailer network to allow customers to make in-store bill pay payments at retail locations, customers will have a convenient way to make payments.

3. Implementation Details

- CheckOut Implementation
 - *Landing Page*
Company will link to a landing page that will be provided by Exceleron. Landing page will provide Account validation, barcode display, E-receipts, Location map, “How it works” video. Landing page will be configured to display Company’s logo.
 - *Payment Rules*
Payment amount restrictions for overall minimums and maximums can be utilized to limit the transaction size based on Company’s business rules. Approved payment methods shall include only cash. A custom rule lookup will be developed and implemented to retrieve rules at time of payment from Company. Minimum and maximum restrictions and other advanced functions may be limited to the capabilities of the Retailer’s Point-of-Sale (POS) system. All customer payments received by Retailers and remitted to Exceleron less any mutually agreed upon fees are the exclusive property of Company.
 - *Payment Posting*
Payments will be posted directly back to Company via a web service shadow post in real-time. All payments are funded by the individual Retailer and Service Provider usually within 48-72 hours depending upon the type of payment. Exceleron is never in possession of the funds and therefore cannot control the time it takes to fund the Company.

- *Customer Receipts*
In addition to a printed receipt which will be generated by the Retailer at the conclusion of the in-lane payment transaction, an e-receipt is also provided to the customer making the payment. Company will need to provide a link to the e-receipt via some form of communication to the customer. At a minimum, the customer's e-receipt shall include the name of the Retailer, customer account number, amount of customer payment, date and time and transaction number.
- *Funds Settlement*
CheckOut will retrieve a settlement report from Service Provider and will generate a CSV report to be uploaded or sent to Company's system in conjunction with Service Provider's ACH transfer of related funds to Company. This will occur on a daily basis Monday through Friday, excluding specified holidays. Inasmuch as funds must clear the Retailer's bank first remittance files sent to Company's system may take 48 to 72 hours. However, a shadow post to the Company's CIS will occur immediately after the POS accepts the payment. The funds are never in the possession of Exceleron or its bank.

4. Deliverables/Tasks

A. Requirements

- Company and Exceleron will determine barcode integration requirements
- Company, and Exceleron to determine how funds are settled using ACH and settlement files
- Company and Exceleron to determine interface for real time payment amount business rules lookup by account
- Company and Exceleron jointly design a method of real time payment posting integration via a web service.

B. Integration/Setup

- Exceleron will set up and configure landing page for company's customers.
- Exceleron will integrate with Company's real-time payment posting web service.
- Exceleron will setup ACH capability to Company's designated accounts
- Exceleron will configure delivery of settlement files for payment posting.
- Exceleron and Company will integrate with real time payment amount business rule lookup.

C. Testing

- Company and Exceleron will complete end-to-end development testing of the System and all integration points using test accounts.
- Company will provide all necessary test information and plans for all test cycles.
- Company will perform user acceptance testing from end-to-end to verify it meets all requirements.
- Exceleron and Company will sign off on full system test results prior to full deployment.

D. Deployment

- Exceleron will jointly develop with Company a deployment plan

5. CheckOut and Payments Terms and Conditions

Company agrees to pay Exceleron the amount of any fees assessed or imposed by Service Provider, or any Retailer related to Company's transactions. Exceleron will include such chargebacks and related fees in the invoice following their imposition and Company will pay such chargebacks and fees in accordance with this Agreement.

Company agrees to enter into such agreements and other documents as Service Provider, or their Affiliates may require to provide the CheckOut Service.

Exceleron has shared or will share Company's bank account information with Interactive Communications International, Inc. and its affiliates. Company will receive funds directly from Service Provider in connection with the CheckOut Service.

Upon Company's receipt of a Barcode File from Service Provider, Company shall provide the Barcode and Terms & Conditions contained in such Barcode File to the appropriate Company customer. Company shall procure all necessary authorizations and consents from the Company customer to provide such Barcode and Terms & Conditions. By transmitting a Data File, Company represents and warrants that (i) all information included in the Data File is true and accurate, and the Account identified in the Data File is valid and eligible to receive a payment in the amount, or within the range of amounts,

specified in the Data File, and (ii) it has performed all necessary actions to approve the receipt and processing of a Bill Payment to the Account and in the amount, or within the range of amounts, specified in the Data File.

Following receipt by Company of a notification to Company which indicates that a Bill Payment has been accepted and includes the related Transaction Data (such notification, a "Payment Notification"), Company shall (i) cause an amount equal to the Payment Amount to be credited to the relevant Account immediately following Company's receipt of such Payment Notification, and (ii) immediately send to the Company customer an electronic receipt containing such information relating to the transaction ("Receipt"). Company will ensure that it has all necessary authorizations and consents from the Company customer to provide such electronic communications. Notwithstanding anything herein to the contrary, in the event that the Exceleron or Service Provider is permitted to retain a portion of the Payment Amount as compensation for services rendered, Company shall credit the full Payment Amount paid by the Company's customer to customer's account. Company shall ensure that once the amount equal to the Payment Amount has been credited to the relevant Account, such credit may only be revoked by the relevant Customer and is irrevocable by any other Party except in accordance with Applicable Law.

Company shall provide appropriate disclosures relating to the CheckOut Convenience Fee before providing the Barcode and Terms and Conditions, in a manner designated and approved by Service Provider subject to the approval of any regulatory authority with jurisdiction, if required.

Liability for losses associated with bill payments shall be the responsibility of Company to the extent any losses arise from (i) inaccurate data transmission from Company or any of its service providers, or (ii) any failure of Company or any of its service providers, to provide the correct Barcode, CheckOut Convenience Fee disclosures, Terms and Conditions and Receipt to any Company customer in the manner and format mutually agreed upon by the Parties, in each case to the extent resulting from the act or omission of Company, any of its respective service providers, or any of its affiliates, employees, contractors or representatives, or from any third party fraudulently accessing the computer network, database or system of Company or any of its service providers.

Exceleron shall not be liable for any act or failure to act of a Retailer and any such act or failure to act shall not be a breach of this Agreement.

Company shall comply with Applicable Law in the processing, receipt, maintenance and transmission of Consumer Funds and Biller Fees.

Each Party shall maintain complete and accurate books of account and records, in accordance with generally accepted accounting principles in the United States, of all financial transactions arising in connection with its obligations pursuant to this Agreement for a period of not less than that legally required for such records from the date last recorded or created, but in no event less than seven (7) years following the end of the Term. In addition to and notwithstanding the foregoing, to the extent any Party has sole possession or control of any records required to be maintained by any other Party pursuant to Applicable Law, the Party with possession or control shall maintain, or cause to be maintained, as applicable, such records in such form and for such time periods as required by Applicable Law, and shall make such records available to the other Party upon request. The Parties further agree to work together in good faith to reconcile any accounting discrepancies. Each Party shall at all times (i) cooperate with respect to, and promptly respond to, all reasonable requests communicated to it by any other Party or by Service Provider, or Retailer in connection with the subject matter hereof, and (ii) provide reasonable access to all information and documents related to the subject matter hereof which may be in the control or possession of such Party and which the other Party requires in order to comply with Applicable Law.

Each Party (the "Reviewing Party") may, at its own expense, inspect, or have a third party designated by the Reviewing Party inspect, the books and records of the other Party (the "Reviewed Party") that are directly related to the obligations of the Reviewed Party hereunder, provided that any such inspection shall occur upon no less than ten (10) Business Days prior written notice and at a mutually agreed upon date and time during the Reviewed Party's normal business hours, and no more frequently than once during any calendar year unless (i) otherwise required by Applicable Law or any Regulatory Authority, or (ii) the Reviewing Party has a reasonable belief that the Reviewed Party is not acting in compliance with the terms of this Agreement or Applicable Law. Service Provider shall have the right to be a Reviewing Party under this Agreement. The Reviewed Party shall furnish to the Reviewing Party or its designee all such information concerning transactions and the Reviewed Party's performance of its obligations as the Reviewing Party may reasonably request.

Company shall ensure that each of the following complies with Applicable Law: (i) the Accounts and all related products, services, features and functionality; (ii) the terms and conditions applicable to the Accounts; (iii) the fees and charges applied to or in connection with any Account by Company; (iv) all products or services offered by or on behalf of Company; (v) all materials related to the Accounts, including, without limitation, all marketing and informational materials and disclosures; and (vi) all statements related to the Accounts which are made by Company or any third party engaged by Company.

Company shall comply with applicable state unclaimed property laws with respect to the Accounts and related Consumer Funds, including, without limitation, remitting any such unclaimed Consumer Funds to the appropriate jurisdiction as required under Applicable Law.

Company shall: (i) submit to any examination which may be required by any Regulatory Authority with audit and examination authority over the other Party or the Service Provider (such Party, the “*Examined Party*”); (ii) provide to the Examined Party any information that may be required by any Regulatory Authority in connection with their audit or review of the Examined Party or the subject matter hereof and reasonably cooperate with such Regulatory Authority in connection with such any audit or review; and (iii) provide such other information as the Examined Party or any Regulatory Authority may from time to time reasonably request with respect to the financial condition of such Examined Party.

Each Party acknowledges and agrees that it shall establish administrative, technical and physical safeguards for all Customer Data in its control or possession from time to time. Such safeguards shall be designed for the purpose of: (i) ensuring the security of such records and information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such records and information; (iii) ensuring the proper disposal of such records and information, and (iv) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to any Customer. Such safeguards shall be established in accordance with Applicable Law, including, without limitation, Section 501 of GLBA and its implementing regulations. Each Party agrees to promptly notify the other Party if it acquires actual knowledge of any unauthorized access to or use of Customer Data and shall take appropriate actions to address any such incident.

Subject to any obligations placed upon it by a law enforcement agency, each Party agrees to disclose to the other Party any actual breach in security that results in unauthorized intrusions into such Party's computer and other information systems that materially affects the other Party or the Customers as soon as such Party becomes aware of such a security breach. Such disclosure shall describe when material intrusions occur, the effect on the other Party and Customers, and such Party's corrective action to respond to the intrusion. In addition, in the event of an actual breach in security of any Party's computer or other information systems that may affect the other Party or the Customers, such Party agrees: (i) to permit an independent qualified third party auditor to perform an investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach; or (ii) that, to the extent that such Party has reasonably determined that it need not engage an independent auditor to investigate any breach in the security of its systems, the other Party may reasonably request such Party to engage an independent qualified third party auditor to perform such investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach, provided all of the costs incurred in such requested audit are paid for by the requesting Party; and (iii) to be responsible for all costs, expenses, fines, fees, penalties and other liability directly arising out of or related to any such actual breach which the other Party may incur or for which the other Party may otherwise be responsible.

Contact Information

Excleron Software, LLC
8144 Walnut Hill Ln,
Suite 907
Dallas, TX 75231



Company Set Up

Company Information

Company Name: _____ Date: _____

Billing Address: _____
Street Address *City, State and Zip Code*

Tax Exempt Status: Taxable Tax-Exempt

* Note: If Tax Exempt, please forward a copy of your Tax-Exempt Certificate.

Accounts Payable Contact: _____

Phone: _____

Email Address: _____

* Note: Invoices and Statements are sent electronically.

Exceleron Software, LLC
8144 Walnut Hill Lane, Suite 907, Dallas, TX 75231
T 972.852.1525 | F 972.346.6902
www.exceleron.com

THIRD AMENDMENT TO MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

This Third Amendment (the “*Third Amendment*”) to the MyUsage Prepaid Software Access Agreement (the “*Original Agreement*”) is between Exceleron Software LLC (“*Exceleron*”) and the City of Ocala, FL (“*Customer*”) and is effective as of 11/13/2024 (the “*Third Amendment Effective Date*”) and amends the Original Agreement dated October 5, 2020 as amended on October 14, 2021 by the first amendment (“*First Amendment*”) and as amended on April 19, 2023 by the second amendment (“*Second Amendment*”). The Original Agreement, First Amendment, Second Amendment, and Third Amendment shall be collectively referred to as the “*Agreement*”. Exceleron and Customer may be referred to individually as a “Party” and collectively as “Parties”.

In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the Parties agree to amend the Agreement set forth below:

Section 1: Definitions. Terms used in this Third Amendment but not defined here shall have the meaning given them in the Agreement.

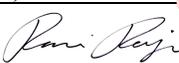
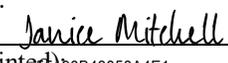
Section 2. Amendments. The Agreement is hereby amended as follows:

- A. Exhibit D which is attached hereto is hereby incorporated into the Agreement by reference and governs Customer’s receipt of Exceleron’s CheckOut Service in connection with the MyUsage Software. The CheckOut Service provided in Exhibit D shall be subject to the terms and conditions of the Agreement including, but not limited to, the terms and conditions of Exhibit A. All references to MyUsage Software shall be interpreted to include the CheckOut Service.
- B. MyUsage CheckOut Service Fees

The following fees shall apply as part of the CheckOut Service as defined in Exhibit D.

- a. One-Time System Integration Fee: **\$0.00 (WAIVED)**
- b. CheckOut Convenience Fee charged to End-Customers: \$1.50 per CheckOut Payment

Section 3: Miscellaneous. Except as expressly amended as set forth herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Third Amendment, the terms and conditions of the Third Amendment will control.

SIGNATURES	
In witness whereof, Exceleron and Company have executed this Agreement by their duly authorized officers as of the Effective Date.	
Exceleron Software, LLC Signature:  Name (printed): Ravi Raju Title: COO Date: 08/23/2024	Customer: City of Ocala Signature:  Name (printed): Janice Mitchell Title: CFO Date: 11/18/2024
Digitally signed by Ravi Raju Date: 2024.08.23 13:42:31 -05'00'	Signed by: Janice Mitchell 98B43858A4E1...

Approved as to form and legality:

DocuSigned by:

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Exhibit D
Supplemental Terms and Conditions for Exceleron's CheckOut Payment Service

This Exhibit D is hereby a part of the Agreement. The following supplemental terms and conditions shall apply to Customer's use of Exceleron's CheckOut Payment Service. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions

"Account" means an account established with Customer for purposes of receiving services provided by Customer, to which funds may be applied in payment of amounts owed for the provision of such services.

"Affiliate" means any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly Controls, is Controlled with or by or is under common Control with such party.

"Applicable Law" means (A) the bylaws, operating rules and regulations of any payment network, (B) any applicable rule or requirement of the National Automated Clearinghouse Association, and (C) any and all foreign, federal, state or local laws, treaties, rules, regulations, regulatory guidance, directives, policies, orders or determinations of (or agreements with), and mandatory written direction from (or agreements with), any foreign, federal, state or local government agency or other regulatory authority, including, without limitation, the Bank Secrecy Act and the regulations promulgated thereunder, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and all federal or state statutes or regulations relating to money transmission, unclaimed property, telecommunications, unfair or deceptive trade practices or acts, privacy or data security, as each of the foregoing may be amended and in effect from time to time.

"Bill Payment" means the tendering of funds by or on behalf of an End-Customer for purposes of applying such funds to an Account held by such End-Customer.

"Consumer Funds" means those funds, other than CheckOut Convenience Fees, which have been tendered by or on behalf of a End-Customer in connection with a Bill Payment transaction, but which have not yet been remitted to End-Customer.

"CheckOut Convenience Fee" means the fee charged by Exceleron for the CheckOut Service provided, which CheckOut Convenience Fee will be collected by the Retailer directly from the End-Customer at the time of the retail transaction.

"End-Customer" means a person holding an Account.

"End-Customer Data" means all information regarding an End-Customer that is provided by an End-Customer to, or otherwise obtained by Exceleron or Service Provider, including, without limitation, all "Nonpublic Personal Information" and "Personally Identifiable Financial Information" (as defined in 16 C.F.R. 313.3(n) and (o), respectively), and with respect to the disposal of End-Customer information, shall also include any record containing "Consumer Information", as that term is defined in the regulations implementing 15 U.S.C. § 1681; provided, however, that "End-Customer Data" shall not include (i) data or information collected from an End-Customer by Service Provider, any of their respective Affiliates or service providers, or a Retailer, in connection with a transaction separate and apart from a Bill Payment, or (ii) data or information collected from an End-Customer by a Retailer in connection with a loyalty or other customer promotional program of such Retailer, provided that such data is limited to name, mailing address, phone number and/or e-mail address.

"Data File" means an electronic data file to which contains the following information relating to a Bill Payment (collectively, the **"Payment Information"**): (i) such information identifying the relevant Account, End-Customer and optional expiration date as Service Provider may require from time to time in order to accept and process such Bill Payment, and (ii) the amount of such Bill Payment or, in the event that such amount is not fixed, the permitted minimum and maximum amount of such Bill Payment, in each case as specified and authorized by Customer.

"Payment Amount" means the amount of funds tendered by or on behalf of a End-Customer in connection with a Bill Payment which are to be applied to an Account. Payment Amount does not include the CheckOut Convenience Fee which shall be retained by Exceleron, Service Provider, and Retailer.

“**Payment Notification**” means a notification to Customer which indicates that a Bill Payment has been accepted and includes the related Transaction Data.

“**Receipt**” means an electronic receipt containing such information directed by Service Provider relating to a transaction, or a printed receipt generated by the Retailer.

“**Regulatory Authority**” means any card association or payment network which is utilized by any Party or the Service Provider including the National Automated Clearing House Association, any state banking department, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and any other governmental agency, including any foreign governmental agency, having jurisdiction over any of the services to be provided hereunder.

“**Retailer**” means a business that sells goods directly to the public, including End-Customers, at specific store locations that support the CheckOut Service.

“**Service Provider**” means Interactive Communications International, Inc. which provides an existing, core platform that provides a pass-through processing model backbone to be used for collecting payments and delivering funds to Customer

“**Transaction Data**” means, with respect to a Bill Payment, the Payment Information and Payment Amount associated with such Bill Payment.

2. CheckOut Service Definition

Exceleron will enable Customer to offer a walk-in, bill pay solution to their End-Customers at third-party payment locations, leveraging Exceleron’s CheckOut payment solution in conjunction with the existing Service Provider’s Retailer network.

Exceleron will provide Customer with the ability to provide customers a barcode on statements, customer marketing material, or on desktop and mobile web pages to pay their bill in-lane at cash registers or if applicable, bill pay offices in Retailers across the U.S. Exceleron will coordinate with Service Provider to seek the approval from a designated group of Retailers to accept payments for Customer.

The CheckOut payment process requires a barcode tied to a payment account that can be scanned at a retail location for payment. Exceleron has added specific and unique utility functions as well as business rules to enhance the existing infrastructure to provide real-time payment posting to the Customer in order to apply payments immediately to the End-Customer’s account.

By utilizing the CheckOut solution and leveraging the existing Service Provider’s Retailer network to allow End-Customers to make in-store bill pay payments at retail locations, End-Customers will have a convenient way to make payments.

3. Implementation Details

- **CheckOut Implementation**
 - *Landing Page*

Customer will link to a landing page that will be provided by Exceleron. Landing page will provide Account validation, barcode display, E-receipts, Location map, “How it works” video. Landing page will be configured to display Customer’s logo.
 - *Payment Rules*

Payment amount restrictions for overall minimums and maximums can be utilized to limit the transaction size based on Customer’s business rules. Approved payment methods shall include only cash. A custom rule lookup will be developed and implemented to retrieve rules at time of payment from Customer. Minimum and maximum restrictions and other advanced functions may be limited to the capabilities of the Retailer’s Point-of-Sale (POS) system. All End-Customer payments received by Retailers and remitted to Exceleron less any mutually agreed upon fees are

the exclusive property of Customer.

- *Payment Posting*
Payments will be posted directly back to Customer via a web service shadow post in real-time. All payments are funded by the individual Retailer and Service Provider usually within 48-72 hours depending upon the type of payment. Exceleron is never in possession of the funds and therefore cannot control the time it takes to fund the Customer.
- *End-Customer Receipts*
In addition to a printed receipt which will be generated by the Retailer at the conclusion of the in-lane payment transaction, an e-receipt is also provided to the End-Customer making the payment. Customer will need to provide a link to the e-receipt via some form of communication to the End-Customer. At a minimum, the End-Customer's e-receipt shall include the name of the Retailer, End-Customer account number, amount of End-Customer payment, date and time and transaction number.
- *Funds Settlement*
CheckOut will retrieve a settlement report from Service Provider and will generate a CSV report to be uploaded or sent to Customer's system in conjunction with Service Provider's ACH transfer of related funds to Customer. This will occur on a daily basis Monday through Friday, excluding specified holidays. Inasmuch as funds must clear the Retailer's bank first remittance files sent to Customer's system may take 48 to 72 hours. However, a shadow post to the Customer's CIS will occur immediately after the POS accepts the payment. The funds are never in the possession of Exceleron or its bank.

4. Deliverables/Tasks

A. Requirements

- Customer and Exceleron will determine barcode integration requirements
- Customer, and Exceleron to determine how funds are settled using ACH and settlement files
- Customer and Exceleron to determine interface for real time payment amount business rules lookup by account
- Customer and Exceleron jointly design a method of real time payment posting integration via a web service.

B. Integration/Setup

- Exceleron will set up and configure landing page for Customer's end-customers.
- Exceleron will integrate with Customer's real-time payment posting web service.
- Exceleron will setup ACH capability to Customer's designated accounts
- Exceleron will configure delivery of settlement files for payment posting.
- Exceleron and Customer will integrate with real time payment amount business rule lookup.

C. Testing

- Customer and Exceleron will complete end-to-end development testing of the system and all integration points using test accounts.
- Customer will provide all necessary test information and plans for all test cycles.
- Customer will perform user acceptance testing from end-to-end to verify it meets all requirements.
- Exceleron and Customer will sign off on full system test results prior to full deployment.

D. Deployment

- Exceleron will jointly develop with Customer a deployment plan

5. CheckOut and Payments Terms and Conditions

Customer agrees to pay Exceleron the amount of any fees assessed or imposed by Service Provider, or any Retailer related to Customer's transactions. Exceleron will include such chargebacks and related fees in the

invoice following their imposition and Customer will pay such chargebacks and fees in accordance with this Agreement.

Customer agrees to enter into such agreements and other documents as Service Provider, or their Affiliates may require to provide the CheckOut Service.

Exceleron has shared or will share Customer's bank account information with Interactive Communications International, Inc. and its affiliates. Customer will receive funds directly from Service Provider in connection with the CheckOut Service.

Upon Customer's receipt of a Barcode File from Service Provider, Customer shall provide the Barcode and Terms & Conditions contained in such Barcode File to the appropriate Customer End-Customer. Customer shall procure all necessary authorizations and consents from the Customer End-Customer to provide such Barcode and Terms & Conditions. By transmitting a Data File, Customer represents and warrants that (i) all information included in the Data File is true and accurate, and the Account identified in the Data File is valid and eligible to receive a payment in the amount, or within the range of amounts, specified in the Data File, and (ii) it has performed all necessary actions to approve the receipt and processing of a Bill Payment to the Account and in the amount, or within the range of amounts, specified in the Data File.

Following receipt by Customer of a notification to Customer which indicates that a Bill Payment has been accepted and includes the related Transaction Data (such notification, a "*Payment Notification*"), Customer shall (i) cause an amount equal to the Payment Amount to be credited to the relevant Account immediately following Customer's receipt of such Payment Notification, and (ii) immediately send to the Customer End-Customer an electronic receipt containing such information relating to the transaction ("*Receipt*"). Customer will ensure that it has all necessary authorizations and consents from the Customer End-Customer to provide such electronic communications. Notwithstanding anything herein to the contrary, in the event that the Exceleron or Service Provider is permitted to retain a portion of the Payment Amount as compensation for services rendered, Customer shall credit the full Payment Amount paid by the Customer's End-Customer to End-Customer's account. Customer shall ensure that once the amount equal to the Payment Amount has been credited to the relevant Account, such credit may only be revoked by the relevant End-Customer and is irrevocable by any other Party except in accordance with Applicable Law.

Customer shall provide appropriate disclosures relating to the CheckOut Convenience Fee before providing the Barcode and Terms and Conditions, in a manner designated and approved by Service Provider subject to the approval of any regulatory authority with jurisdiction, if required.

Liability for losses associated with bill payments shall be the responsibility of Customer to the extent any losses arise from (i) inaccurate data transmission from Customer or any of its service providers, or (ii) any failure of Customer or any of its service providers, to provide the correct Barcode, CheckOut Convenience Fee disclosures, Terms and Conditions and Receipt to any Customer End-Customer in the manner and format mutually agreed upon by the Parties, in each case to the extent resulting from the act or omission of Customer, any of its respective service providers, or any of its affiliates, employees, contractors or representatives, or from any third party fraudulently accessing the computer network, database or system of Customer or any of its service providers.

Exceleron shall not be liable for any act or failure to act of a Retailer and any such act or failure to act shall not be a breach of this Agreement.

Customer shall comply with Applicable Law in the processing, receipt, maintenance and transmission of Consumer Funds and Biller Fees.

Each Party shall maintain complete and accurate books of account and records, in accordance with generally accepted accounting principles in the United States, of all financial transactions arising in connection with its obligations pursuant to this Agreement for a period of not less than that legally required for such records from the date last recorded or created, but in no event less than seven (7) years following the end of the Term. In addition to and notwithstanding the foregoing, to the extent any Party has sole possession or control of any records required to be maintained by any other Party pursuant to Applicable Law, the Party with possession or control shall maintain, or cause to be maintained, as applicable, such records in such form and for such time periods as required by Applicable Law, and shall make such records available to the other Party upon request. The Parties further agree to work together in good faith to reconcile any accounting discrepancies. Each Party shall at all times (i) cooperate with respect to, and promptly respond to, all reasonable requests communicated to it by any other Party or by Service Provider, or Retailer in connection with the subject matter hereof, and (ii) provide reasonable access to all information and documents related to the subject matter hereof which may be in

the control or possession of such Party and which the other Party requires in order to comply with Applicable Law.

Each Party (the "*Reviewing Party*") may, at its own expense, inspect, or have a third party designated by the Reviewing Party inspect, the books and records of the other Party (the "*Reviewed Party*") that are directly related to the obligations of the Reviewed Party hereunder, provided that any such inspection shall occur upon no less than ten (10) Business Days prior written notice and at a mutually agreed upon date and time during the Reviewed Party's normal business hours, and no more frequently than once during any calendar year unless (i) otherwise required by Applicable Law or any Regulatory Authority, or (ii) the Reviewing Party has a reasonable belief that the Reviewed Party is not acting in compliance with the terms of this Agreement or Applicable Law. Service Provider shall have the right to be a Reviewing Party under this Agreement. The Reviewed Party shall furnish to the Reviewing Party or its designee all such information concerning transactions and the Reviewed Party's performance of its obligations as the Reviewing Party may reasonably request.

Customer shall ensure that each of the following complies with Applicable Law: (i) the Accounts and all related products, services, features and functionality; (ii) the terms and conditions applicable to the Accounts; (iii) the fees and charges applied to or in connection with any Account by Customer; (iv) all products or services offered by or on behalf of Customer; (v) all materials related to the Accounts, including, without limitation, all marketing and informational materials and disclosures; and (vi) all statements related to the Accounts which are made by Customer or any third party engaged by Customer.

Customer shall comply with applicable state unclaimed property laws with respect to the Accounts and related Consumer Funds, including, without limitation, remitting any such unclaimed Consumer Funds to the appropriate jurisdiction as required under Applicable Law.

Customer shall: (i) submit to any examination which may be required by any Regulatory Authority with audit and examination authority over the other Party or the Service Provider (such Party, the "*Examined Party*"); (ii) provide to the Examined Party any information that may be required by any Regulatory Authority in connection with their audit or review of the Examined Party or the subject matter hereof and reasonably cooperate with such Regulatory Authority in connection with such any audit or review; and (iii) provide such other information as the Examined Party or any Regulatory Authority may from time to time reasonably request with respect to the financial condition of such Examined Party.

Each Party acknowledges and agrees that it shall establish administrative, technical and physical safeguards for all End-Customer Data in its control or possession from time to time. Such safeguards shall be designed for the purpose of: (i) ensuring the security of such records and information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such records and information; (iii) ensuring the proper disposal of such records and information, and (iv) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to any End-Customer. Such safeguards shall be established in accordance with Applicable Law, including, without limitation, Section 501 of GLBA and its implementing regulations. Each Party agrees to promptly notify the other Party if it acquires actual knowledge of any unauthorized access to or use of End-Customer Data and shall take appropriate actions to address any such incident.

Subject to any obligations placed upon it by a law enforcement agency, each Party agrees to disclose to the other Party any actual breach in security that results in unauthorized intrusions into such Party's computer and other information systems that materially affects the other Party or the End-Customers as soon as such Party becomes aware of such a security breach. Such disclosure shall describe when material intrusions occur, the effect on the other Party and End-Customers, and such Party's corrective action to respond to the intrusion. In addition, in the event of an actual breach in security of any Party's computer or other information systems that may affect the other Party or the End-Customers, such Party agrees: (i) to permit an independent qualified third party auditor to perform an investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach; or (ii) that, to the extent that such Party has reasonably determined that it need not engage an independent auditor to investigate any breach in the security of its systems, the other Party may reasonably request such Party to engage an independent qualified third party auditor to perform such investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach, provided all of the costs incurred in such requested audit are paid for by the requesting

Party; and (iii) to be responsible for all costs, expenses, fines, fees, penalties and other liability directly arising out of or related to any such actual breach which the other Party may incur or otherwise for which will be responsible.

Contact Information

Excleron Software, LLC
8144 Walnut Hill Ln,
Suite 907
Dallas, TX 75231

Certificate Of Completion

Envelope Id: BDF7E0FDA5FB4813A64A00377862D34A	Status: Completed
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Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

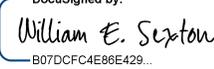
Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signed: 11/13/2024 8:12:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell
jmitchell@ocalafl.org
CFO
City of Ocala
Security Level: Email, Account Authentication (None)

Signed by:

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Accepted: 11/18/2024 8:11:46 AM
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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/18/2024 8:11:46 AM
Signing Complete	Security Checked	11/18/2024 8:12:07 AM
Completed	Security Checked	11/18/2024 8:12:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

SECOND AMENDMENT
TO
MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

THIS SECOND AMENDMENT TO MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT (the "Amendment"), is made and entered into effective as of April 19, 2023 (the "Effective Date"), by and between Exceleron Software, LLC, Texas limited liability company ("Exceleron"), and the City of Ocala ("Customer").

RECITALS:

A. Exceleron and Customer into that certain MyUsage Prepaid Software Access Agreement, dated effective on or about October 5, 2020, which agreement was amended by that certain First Amendment to MyUsage Prepaid Software Access Agreement, dated effective as of October 14, 2021 (the "First Amendment"), which amendment added the Supplemental Terms and Conditions for Payment Processing (collectively, the "Agreement").

B. Exceleron and Customer desire to amend the Agreement to add an additional payment method for the benefit of Customer and its Participating Customers to utilize Exceleron's System to make payments using designated automated teller machines as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Exceleron and Customer hereby covenant and agree as follows:

1. Defined Terms. Terms defined in the Agreement and delineated herein by initial capital letters shall have the same meanings ascribed thereto in the Agreement, except to the extent that the meaning of any such term is specifically modified by the provisions hereof. In addition, other terms not defined in the Agreement but defined herein will, when delineated with initial capital letters, have the meanings ascribed thereto in this Amendment. Terms and phrases which are not delineated by initial capital letters shall have the meanings commonly ascribed thereto.

2. Amendment to Section 1 of Supplemental Terms and Conditions for Payment Processing. Section 1 of the Supplemental Terms and Conditions for Payment Processing is hereby amended to add or amend, as the case may be, the following definitions:

- (a) ATM – an automated teller machine.
- (b) Cash-In ATM Payment Transactions – a cash payment by a Participating Customer or other person to Customer utilizing a Designated ATM utilizing Exceleron's Software.
- (c) Designated ATM – ATM's designated by Exceleron to be used by

Participating Customers for processing of payments to Customer. The list of Designated ATM's is maintained in the MyUsage Prepaid Software System and periodically updated as additional ATMs are upgraded to support Cash-In ATM Payment Transactions.

(d) Designated Service Providers – entities used by Exceleron to facilitate the Cash-In ATM Payment Transactions and distributions of funds to (i) Customer for the accounts of Participating Customers and (ii) Exceleron for the Convenience Fees and other amounts due under the Agreement.

(e) Participating Customers – definition is hereby amended to include prepaid and postpaid (for Participating Customers who pay bills from Customer in arrears, if any) customers of Customer.

(f) Systems and Software – definitions are hereby amended to include Exceleron's MyUsage Prepaid Software and MyUsage Postpaid Software, as applicable.

3. Payment Processing for Cash-In ATM Payment Transactions. The Agreement is hereby amended to enable Participating Customers to make payments to the Customer using Exceleron's System by utilizing Designated ATM's. The Company shall utilize the services of Designated Service Providers in performing its duties hereunder.

(a) Service Level and Support. The Service Level and Support described in Section 3 of the Terms and Conditions of the Agreement shall be applicable to all payments made by, or on behalf of, Participating Customers utilizing Designated ATM's.

(b) Remittance Data File and Report Delivery. The Daily Payment Detail, Daily Payment Summary and the Daily Detail described in Section 4 of the Supplemental Terms and Conditions for Payment Processing shall include all Cash-In ATM Payment Transactions utilizing Designated ATM's. Notwithstanding the foregoing, Customer and Exceleron acknowledge that the distribution of such Cash-In ATM Payment Transactions made by Participating Customers to Customer will be made on the business day following the Cash-In ATM Payment Transaction via ACH wire. Customer and Exceleron acknowledge that settlement to the Customer's account may not occur on the same business day as the ACH wires. For purposes hereof, "business days" include Monday through Friday, excluding weekends and generally recognized U.S. banking holidays.

4. Payment Processing Convenience Fees for Customer Cash-In Payment Transactions Utilizing Designated ATM's. Each Participating Customer shall incur a Convenience Fee of \$2.00 per Cash-In ATM Payment Transaction utilizing the System. Exceleron or its Designated Service Provider(s) will initiate the ACH wire distributions of monies paid by Participating Customers to Customer and Exceleron in accordance with Section 4 of the Supplemental Terms and Conditions for Payment Processing of the Agreement.

(a) Additional Charges, Fees and Reimbursements. Customer understands and acknowledges that Cash-In ATM Payment Transactions may fail or otherwise be disputed by Participating Customers, Exceleron or its Designated Service Providers. Any Cash-In ATM

Payment Transaction that is rejected or contested, if any, shall incur additional fees commensurate with those set forth in the Payment Processing Bank Exception Fees described in Section 2(B) of the First Amendment to the Agreement, which fees shall be paid by Customer. Customer shall pay Exceleron for any and all costs and fees incurred by Exceleron as the result of any failed Cash-In ATM Payment Transaction, and Customer hereby authorizes Exceleron to invoice Customer for any such amounts. No fees set forth in this Section 4 shall be applicable or reduce the Monthly Minimum Fees described in the Agreement.

5. Use of Information. Customer acknowledges and agrees that in performing its fulfillment duties as relates to Cash-In ATM Payment Transactions by Participating Customers to Customer, Exceleron and/or its Designated Service Providers will collect, retain, and disclose data its receives from Participating Customers and Customer as necessary to assist in performing the Services under the Agreement. In addition, Exceleron and its Designated Service Provider, their subsidiaries, partners, suppliers, fulfillment partners and/or such parties' agents and contractors may transfer such participating data amongst themselves as reasonably necessary for the provision and management of the Systems and services being provided by Exceleron hereunder.

6. Effect of Amendment. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Agreement shall continue to govern the rights and obligations of the parties thereunder; and all provisions and covenants of the Agreement shall remain in full force and effect as stated therein, except to the extent specifically amended by the provisions hereof. This Amendment and the Agreement shall be construed as one instrument. In that regard, this Amendment and the Agreement, including all exhibits and schedules to each such document, constitute the entire agreement between the parties relative to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

7. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart, and any of the parties hereto may execute this Agreement by signing any such counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each party to this Agreement consents to the use of electronic and/or digital signatures by the parties hereto.

[Signature pages follow]

The parties hereto have executed this Amendment to be effective as of the Effective Date.

EXCELERON:

EXCELERON SOFTWARE, LLC,
a Texas limited liability company.

By: *Ravi Raju*
Name: Ravi Raju
Title: Chief Operating Officer

CUSTOMER:

CITY OF OCALA

DocuSigned by:
By: *Janice Mitchell*
Name: Janice Mitchell
Title: CFO

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel Jacobs
City Clerk

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton
City Attorney

Certificate Of Completion

Envelope Id: AFBEA5619F3145598B4C799FE4BCB489	Status: Completed
Subject: Second Amendment to Prepaid Electric Account Management (Exceleron Software LLC) (CSO/200693)	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

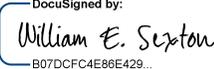
Record Tracking

Status: Original	Holder: Brittany Craven	Location: DocuSign
4/13/2023 11:53:59 AM	biverson@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

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Viewed: 4/18/2023 1:56:51 PM
Signed: 4/18/2023 1:57:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell
jmittell@ocalafl.org
CFO
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 67.231.55.35
Signed using mobile

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Viewed: 4/18/2023 5:23:31 PM
Signed: 4/18/2023 5:26:10 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2023 5:23:31 PM
ID: 931ec994-28eb-4c99-bdb7-381155c18c4c

Angel B. Jacobs
ajacobs@ocalafl.org
April 19
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Signed: 4/19/2023 9:47:43 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/13/2023 11:59:32 AM
Certified Delivered	Security Checked	4/19/2023 9:46:40 AM
Signing Complete	Security Checked	4/19/2023 9:47:43 AM
Completed	Security Checked	4/19/2023 9:47:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

First Amendment to MyUsage Prepaid Software Access Agreement

This First Amendment (this "First Amendment") to the MyUsage Software Access Agreement (the "Original Agreement") is between Exceleron Software LLC ("Exceleron") and City of Ocala ("Customer") and is effective as of July XX, 2021 (the "First Amendment Effective Date"), and amends the Original Agreement dated September 1, 2020, (the Original Agreement and the First Amendment shall be collectively referred to as the "Agreement"). Exceleron and Customer may be referred to individually as a "Party" and collectively as "Parties".

In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Original Agreement as set forth below:

Section 1. Definitions. Terms used in this First Amendment but not defined herein shall have the meaning given them in the Agreement.

Section 2. Amendments. The Agreement is hereby amended as follows:

A. Exhibit C which is attached hereto is hereby incorporated into the Agreement by reference and governs Customer's receipt of payment processing services in connection with the MyUsage Software. The payment processing services provided on Exhibit C shall be subject to the terms and conditions of the Agreement including, but not limited to the terms and conditions of Exhibit A. All references to MyUsage Software shall be interpreted to include the payment processing services. The following pricing schedule will apply for the payment processing services.

B. Payment Processing Fees for MyUsage Payments

Payment Processing Convenience Fees for Customer Payment Transactions:

\$4.50 per Credit Card for web, mobile and kiosk transactions (limit \$500 per transaction)

\$5.00 per Credit Card for IVR transactions (limit \$500 per transaction)

\$0.40 per ECHECK for IVR transactions

Payment Processing Fees for ECHECK Transactions to be paid by City of Ocala:

\$0.15 per ECHECK for web, mobile and kiosk transactions

Payment Processing Bank Exception Fees (Bank pass through), if incurred, to be paid by City of Ocala:

\$1.25 per Deposit Matching/Repair item

\$2.50 per Chargeback transaction

\$2.50 per Notice of Change on ECHECK

\$2.75 per ECHECK return transaction

\$4.50 per Each ECHECK return transaction designated as Fraud by customer

Integration Charges for MyUsage Payments to City of Ocala CIS

No additional charges

C. Excecleron will:

- Complete the City’s vendor evaluation questionnaire (*This questionnaire is sent to the vendor by Information Technology and must be completed prior to the City entering a contract with the provider.)
- Provide evidence of compliance, in the form of a current Attestation of Compliance (*This must be obtained and submitted to information Technology prior to the City entering into a contract with the provider)
- Always maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS)
- Acknowledge its responsibility for securing stored cardholder data, in accordance with the PCI Data Storage guidelines.
- Acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations
- Validate data sanitization with a certificate of data destruction, to contract-designated city personnel and/or the Information Technology department; within a reasonable timeframe, not to exceed 60 days.
- Notify the City, within 72 hours of discovering that they have experienced a data breach, intrusion, or otherwise unauthorized access to stored cardholder data
- Agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to their agency subject to the limitations of liability in the Agreement
- Agree to assume responsibility for informing affected individuals (as per applicable law) to indemnify and hold harmless City of Ocala and its officers, and its employees from and against any claims, damages, or other harm related to the discovered breach

Section 3. Miscellaneous. Except as expressly amended as set forth herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment will control.

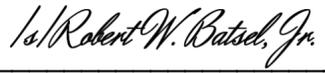
IN WITNESS WHEREOF, the Parties have each caused this First Amendment to be signed and delivered by its duly authorized officers, all as of the First Amendment Effective Date.

EXCELERON SOFTWARE LLC

CITY OF OCALA

By: 
Jeffrey A. Severs
COO

By: 
Name: Justin Grabelle
Title: Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

ATTEST:

Angel Jacobs
City Clerk

Exhibit C
Supplemental Terms and Conditions for Payment Processing

This Exhibit C is hereby a part of the Agreement. the following supplemental terms and conditions shall apply to Customer's use of Exceleron's payment processing services.

1. DEFINITIONS

Whenever used in this Exhibit C, the words and phrases listed below shall have the meanings given below. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

ECHECK – Electronic Check. Automated debit from the Cardholder's checking or savings account with an ACH transaction.

Business Day - Each weekday, Monday through Friday, which is not a holiday of the United States Federal Reserve System.

Card Company- An association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.

Cardholder – Owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card. In the case of ECHECK transactions, this is responsible party or owner of the checking or savings bank account.

Chargeback – The challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.

Convenience Fee – A fee charged to Cardholders of Customer for the use of the Services as set forth in Section 8.

Credit/Debit Card – A VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Company.

Credit/Debit Card Acquirer – Any financial institution providing services related to those in this Exhibit, which is a member bank of Visa or MasterCard national bank card associations and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit/Debit Cards and/or Discover and American Express merchant financial institutions, as applicable.

Credit/Debit Card Issuer – Any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions.

IVRS (Interactive Voice Response System) – An automated telephone response System, accessible by Cardholders for the

initiation of Payment Requests, that presents a series of choices to the caller, and to which the caller responds by pushing buttons on the touch-tone telephone.

Merchant Services Agreement – An agreement between the Credit/Debit Card Acquirer and Customer establishing the authority for the Customer to accept Credit/Debit Cards as a means for payment for goods and services. The authority is granted with the condition that the Customer follow established Card Company operating rules and regulations.

Remittance – An amount remitted by a Card Company in connection with payment by a Cardholder to the Customer or payment of a Convenience Fee transaction.

Retrieval Request – Requests initiated by a Cardholder or his Credit/Debit Card Issuer, for information regarding specific charges to his Credit/Debit Card account for the Customer bill payment or Convenience Fee.

Returns - Customer's initiated reversal of a Credit/Debit Card charge or an ECHECK payment to a Cardholder's account.

Settlement – The process by which the funds for Cardholder transactions are passed from Credit/Debit Card Issuers to Credit/Debit Card Acquirers or from the settlement bank to the Customer.

System or Systems – Are (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, user and training documentation and special forms; and (iii) the tangible media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

All other capitalized terms in this attachment, other attachments or elsewhere shall have the meaning given to that term in the Agreement.

2. GENERAL DESCRIPTION OF MyUsage Payments PROGRAM

In general, but subject to the more detailed description of Exceleron's and Customer's obligations elsewhere in this Agreement, the Services is a merchant bill payment service whereby a Cardholder uses an IVRS, an Exceleron Internet site (MyUsage Payments.com) or mobile app to request a payment transaction to Customer by means of a charge against a Credit/Debit Card or an ECHECK debit (the "Payment Request") in accordance with Exceleron's and Customer's procedures. Concurrently, the Cardholder or Customer shall be charged the applicable fee for use of the Services as set forth in Section 8 in connection with using the Services as described herein. The portal to accept Payment Requests is available twenty-four (24) hours a day, seven (7) days per week except for scheduled maintenance. System downtime will not exceed one tenth of one percent (0.1%) of the time, not including scheduled maintenance,

during the term of the Agreement. Exceleron is not responsible for the availability of the Internet or the Customer's Systems.

Payment Requests processed hereunder will be subject to the appropriate approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank (each, an "Authorization") and other policies and security procedures established by Exceleron or Credit/Debit Card Acquirer or Issuer from time to time or otherwise agreed to in writing by the parties. The IVRS, Internet site or mobile app will initiate an on-line Authorization request through the respective Credit/Debit Card Issuer for payment of the Customer bill and the Convenience Fee amounts. ECHECK Payment Requests will verify the bank routing and transit number. The IVRS, Internet site and mobile app will provide a confirmation number to Cardholder to confirm acceptance and processing of the bill payment transaction if the Payment Request was accepted. If a Payment Request was declined, the IVRS or the website will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to Customer will not be processed if payment of the Convenience Fee is not also approved. In addition, Exceleron, on behalf of Customer, at the request of Customer, will deny a Credit/Debit Card or ECHECK payment based on a prior Chargeback or an ECHECK transaction that was returned and not authorized by the bank of the Cardholder (a "Returned ECHECK Item"). Exceleron shall not process payment transactions manually, except for correcting rejected transactions and processing adjustments.

Exceleron will provide support for Customer's customer service staff during Exceleron's standard business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general Services operation delivery questions. Exceleron shall make a commercially reasonable attempt to respond to all Customer inquiries by the end of the next Business Day after notification. In cases where inquiries cannot be resolved by the end of the next Business Day, Exceleron shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the Customer representative.

3. SCRIPT PROMPTS, INTERNET SITE AND PARAMETERS

The script prompts, Internet site and parameters shall be described during the Customer implementation process. Customer shall approve all IVRS scripts in use and the Internet site to be used, hereunder, prior to implementation. Any customized changes to the standard script prompts, the Internet site and parameters listed in the set-up sheets require a three (3)-week lead-time. With respect to customized changes, Exceleron will respond with the estimated time to make the change in seven (7) Business Days. Such charges will be in accordance with the fee schedule set forth in Exhibit C, Section 8.2 – Exceleron Optional Fee Schedule for Technical and Business Development Man-Rates.

4. REMITTANCE DATA FILE AND REPORT DELIVERY

A data file that includes both summary and detail of all Cardholders' initiated payment transactions reflecting payments processed during the current Business Day shall be created after each Business Day's Settlement cut-off time (a "Remittance Date File") and should be delivered electronically to Customer within 60 minutes of their scheduled batch close time. Files will be in

Exceleron's standard flat file format unless mutually agreed to otherwise, which may result in an additional charge. Exceleron shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of Customer. Exceleron shall retain a record of all Customer payment data for the greater of (a) a period of three (3) years or (b) as required by state law, statutes and/or federal regulations. At the end of each Business Day, Exceleron will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer and send all ECHECK transactions electronically to the appropriate banks. Customer is responsible for accessing and retrieving the Remittance Date File. The Remittance Date File will have the following reports:

i. Financial Control shows the processing, verifying, and monitoring of Credit/Debit Card and ECHECK transactions from Cardholder by Exceleron. Exceleron will provide Customer with accurate payment detail to allow for timely and accurate posting of the Cardholder accounts.

ii. Daily Payment Detail shows the detail and totals of all payments processed by Exceleron and shall include Cardholder's Customer account number, payment amount, payment type, date and time of the payment, payment type used (specific Credit/Debit Card type or ECHECK), confirmation number, Convenience Fee amount.

iii. Daily Payment Summary shows the daily totals of all payments and Customer Settlement transactions processed by Exceleron and submitted for Settlement, on behalf of Customer and shall include amount and volume by, payment type used (specific Credit/Debit Card type or ECHECK), and processed through each Business Day.

iv. Daily Detail – Adjustments shows the account detail and daily totals of all Customer initiated Returns, Returned ECHECK Items and Credit/Debit Card Issuer Chargebacks received and processed by Exceleron and shall include Cardholder's Customer account information, payment amount, payment type (Credit/Debit Card type used or ECHECK), Return or Chargeback code, original payment date, and confirmation number.

5. ADJUSTMENT PROCESSING - RETRIEVALS, CHARGEBACKS, REFUNDS and RETURNED ECHECK ITEMS

Exceleron will from time to time provide adjustment services for the handling of Credit/Debit Card Retrieval Requests, Chargebacks and Return ECHECK Items received from the Credit/Debit Card Acquirer or a bank. Upon receipt of a Retrieval Request, Exceleron will provide information, reasonably required, to satisfy the Retrieval Request. In the event that the Retrieval Request is asking for missing name and/or address information, Exceleron will attempt to obtain this information from Customer. It is Customer's option to comply with the request or not. If Customer elects to complete this information, Customer shall complete the name and address information and return it to Exceleron within one (1) Business Day. The processed Chargeback transaction(s) provided by the Credit/Debit Card Acquirers will be detailed on the daily Financial Report and Remittance Data File provided to the Customer. Exceleron can, at Customer's option, provide stop payment security parameters to block the use of a Credit/Debit Card, bank account, or Customer account number that has been involved in a previous Chargeback or Return situation.

6. ADDITIONAL EXCELERON RESPONSIBILITIES

Exceleron will provide support, maintenance and updates for the IVRS equipment, IVRS Systems, IVRS software, IVRS database(s), Internet site, and mobile app if provided by Exceleron. Exceleron will monitor call volumes, Internet site hits and mobile app usage, IVRS, Internet system and mobile app performance, and maintain adequate personnel and Systems resources to provide Services. Exceleron shall maintain records of each payment using the Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning Services. Exceleron will provide at least sixty (60) days advance written notice to Customer of any changes or enhancements to the Exceleron System where such changes alter the way of use or process for the Customer Cardholder and Customer. Exceleron will provide written notice to Customer of any changes that may affect Customer's ability to use the Services.

7. ADDITIONAL CUSTOMER RESPONSIBILITIES

Customer shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the Services provided hereunder, (ii) the Merchant Services Agreement(s) between Customer and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, (iii) written materials, advice and technical information provided in connection with the Services provided hereunder; (B) distribute, inspect, and review all reports created from information transmitted or delivered by Exceleron and reject all incorrect reports within two (2) Business Days after receipt thereof for daily reports and within three (3) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to Chargebacks and retrievals, Customer shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, Customer shall promptly inform Exceleron of any errors, deficiencies, or irregularities reflected in any such statements that Customer discovers. Failure to so reject any report collected from such information shall constitute acceptance thereof. With exception to those items identified in Section C above, Customer shall indemnify and hold harmless Exceleron from and against any and all taxes, assessments, duties, permits, fees, or other charges of any nature or kind that Customer is responsible to pay, or is liable for, as well as, any additions to tax, penalties, interest, fees, or other expenses, if any, incurred by Exceleron as the result of any such taxes, assessments, duties, permits, fees, or other charges not being paid at the time or in the manner required by applicable law, or any taxes, assessments, duties, permits, fees, or other charges of any nature or kind that are imposed upon or related to any payment by a Cardholder, and goods and services sold by Customer to Cardholders. With exception to those items identified in Section C above, Customer agrees to indemnify, defend and hold Exceleron harmless from any and all third-party claims, actions, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and expenses ("Losses"), arising out of the Customer's activities in connection with its Merchant Services Agreement (including, without limitation, any Losses related to Chargebacks or reversals of transactions by Cardholders). The provisions of this paragraph shall survive the term or termination of the Agreement for any reason.

8. PAYMENT PROCESSING FEES.

8.1 Cardholder Charges. For use of the Services under this Exhibit, the Cardholder or the Customer, as designated below will be charged a Convenience Fee for electing to use the Services pay-by-phone, pay-by-Internet and pay-mobile-app services paid by Credit/Debit Card or via ECHECK. The Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account. The ECHECK Convenience Fee is separate from the bill payment amount deducted from their bank account.

The Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty (30) days' prior written notice to Customer:

\$4.50 per Credit Card for web, mobile and kiosk transactions (limit \$500 per transaction)

\$5.00 per Credit Card for IVR transactions (limit \$500 per transaction)

\$0.40 per ECHECK for IVR transactions regardless of payment amount

8.2 Customer Charges. The following table sets forth fees payable to Exceleron by Customer with respect to the Services.

The ECHECK Fee is \$0.15 per transaction regardless of payment amount

Payment Processing Bank Exception Fees (Bank Pass Through):

\$1.25 per Deposit Matching/Repair item

\$2.50 per Chargeback transaction

\$2.50 per Notice of Change on ECHECK

\$2.75 per ECHECK return transaction

\$4.50 per Each ECHECK return transaction designated as Fraud by customer

Exceleron Optional Fee Schedule

Service Description	Fee Schedule
Service Implementation Fee	\$ 750 – One time-- Waived
Service Monthly Minimum Fee	\$75 / month-- Waived
IVRU Voice Recording Fee *	\$500 / per occurrence for English - Waived
IVRU Voice Recording Fee *	\$750 / per occurrence for Spanish - Waived
Technical and Business Development Man-Rates **	\$150/ hour + actual travel and living expenses

* The Service Implementation Fee includes the initial IVRS Voice Recording. Once Customer signs off on the IVRS script, any future custom script modifications may be billed according to the Exceleron Fee Schedule. Changes to the IVRS script to reflect modifications by Exceleron to the Convenience Fee will be implemented without charge to Customer hereunder.

** The Service Implementation Fee includes the technical support needed to establish standard Services. Should Customer require customization of the web interface, IVRS script, reports or Remittance Data File formats or integration

during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

8.3 Taxes

There will be added to any charges under this Agreement, or separately billed, and Customer will either pay to Exceleron, or reimburse Exceleron for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Exhibit or (c) the Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section 8.3 include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by Exceleron in respect of the foregoing, exclusive however, of taxes based on the net income of Exceleron.

TITLE	FOR SIGNATURE (On September 28th Agenda) First Amendment - ...
FILE NAME	FOR SIGNATURES - ...eement (CSO-2.pdf
DOCUMENT ID	8e0c7c598859c647d9dd2f94a43165b083a85720
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

09 / 23 / 2021

15:16:03 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) from drobinson@ocalafl.org
IP: 216.255.240.104



VIEWED

09 / 23 / 2021

22:21:05 UTC-4

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



SIGNED

09 / 23 / 2021

22:28:41 UTC-4

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



COMPLETED

09 / 23 / 2021

22:28:41 UTC-4

The document has been completed.

TITLE	For Signature: MyUsage Prepaid Software Access Agreement...
FILE NAME	For Signatures - ...reement (CSO-2.pdf
DOCUMENT ID	21b39d1d724145e8113f84ac1885bcdfb86a2e30
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	09 / 29 / 2021 12:10:04 UTC-4	Sent for signature to Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 216.255.240.104
 VIEWED	09 / 29 / 2021 12:10:33 UTC-4	Viewed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 40.94.28.188
 SIGNED	10 / 13 / 2021 15:19:36 UTC-4	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
 VIEWED	10 / 13 / 2021 15:35:14 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 SIGNED	10 / 13 / 2021 15:35:27 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	10 / 13 / 2021 15:35:27 UTC-4	The document has been completed.

TITLE	For Signature: First Amendment - MyUsage Prepaid Software...
FILE NAME	For_Signature__My...__CSO_200693_.pdf
DOCUMENT ID	ab1716505f5befa38de2c0acfe987f93e660b34f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 14 / 2021
14:35:34 UTC-4

Sent for signature to Exceleron Software (jeff@exceleron.com) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

10 / 14 / 2021
14:46:00 UTC-4

Viewed by Exceleron Software (jeff@exceleron.com)
IP: 104.183.253.119



SIGNED

10 / 14 / 2021
14:50:18 UTC-4

Signed by Exceleron Software (jeff@exceleron.com)
IP: 107.77.196.51



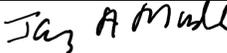
COMPLETED

10 / 14 / 2021
14:50:18 UTC-4

The document has been completed.

MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

This MyUsage Prepaid Software Access Agreement (“*Agreement*”), dated as of the Effective Date shown below, is entered into by and between Exceleron Software, LLC., a Texas corporation, with an address of 8144 Walnut Hill Lane, Suite 905, Dallas, TX 75231 (“*Exceleron*”), and Customer identified below. This Agreement consists of this cover page (the “*Cover Page*”) and the terms and conditions on the attached Exhibits A and B.

Customer Name	City of Ocala																										
Contact Name & Title	Tiffany Kimball, Contracting Officer																										
Street Address	110 SE Watula Ave, 3 rd FL																										
City, State and ZIP	Ocala, FL 34471																										
Telephone	352-629-8366																										
Fax																											
E-mail Address	contracts@ocalafl.org																										
Effective Date	Upon Exceleron’s signature	Initial Term	September 1, 2020 to August 31, 2025																								
FEES																											
Configuration Fee	\$ 0.00 due upon Customer’s signature																										
Notification and IVR Fees	Customer shall pay the following charges for generating and sending and/or receiving notifications: \$.05 for each toll call \$.04 for each text message Emails and push notifications are free																										
Monthly Fees	Customer shall pay the following monthly fees commencing on the Go Live Date and continuing during the term: \$0.20 per Participating Customer per day. (the “ Fees ”).																										
	Commencing on the Go Live Date and continuing monthly thereafter during the Term, Customer shall pay the greater of the \$5,000 Monthly Minimum and the Fees for that month:																										
	<table border="1"> <thead> <tr> <th>Pricing Tier</th> <th>Number of Prepay Customers</th> <th>Monthly Minimum (the “<i>Monthly Minimum Fees</i>”)</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>1 to 2,000</td> <td>\$6.00 per month per customer</td> </tr> <tr> <td>Tier 2</td> <td>2,001 to 3,000</td> <td>\$5.00 per month per customer</td> </tr> <tr> <td>Tier 3</td> <td>3,001 to 4,000</td> <td>\$4.00 per month per customer</td> </tr> <tr> <td>Tier 4</td> <td>4,001 to 8,500</td> <td>\$3.00 per month per customer</td> </tr> <tr> <td>Tier 5</td> <td>8,501 to 12,500</td> <td>\$2.00 per month per customer</td> </tr> <tr> <td>Tier 6</td> <td>12,501 to 15,000</td> <td>\$1.75 per month per customer</td> </tr> <tr> <td>Tier 7</td> <td>15,001 +</td> <td>\$1.25 per month per customer</td> </tr> </tbody> </table>	Pricing Tier	Number of Prepay Customers	Monthly Minimum (the “ <i>Monthly Minimum Fees</i> ”)	Tier 1	1 to 2,000	\$6.00 per month per customer	Tier 2	2,001 to 3,000	\$5.00 per month per customer	Tier 3	3,001 to 4,000	\$4.00 per month per customer	Tier 4	4,001 to 8,500	\$3.00 per month per customer	Tier 5	8,501 to 12,500	\$2.00 per month per customer	Tier 6	12,501 to 15,000	\$1.75 per month per customer	Tier 7	15,001 +	\$1.25 per month per customer		
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Tier 6	12,501 to 15,000	\$1.75 per month per customer																									
Tier 7	15,001 +	\$1.25 per month per customer																									
Payment	The above fees and charges are payable as provided in the attached <u>Exhibit A</u> .																										
SIGNATURES																											
In witness whereof, Exceleron and Customer have executed this Agreement by their duly authorized officers as of the Effective Date.																											
Exceleron Software, LLC		Customer: City of Ocala																									
Signature:		Signature:																									
Name (printed): Jeffrey A. Severs		Name (printed): Jay A. Musleh																									
Title: COO		Title: City Council President																									
Date: 10 / 05 / 2020		Date: September 1, 2020	Approved as to form and legality:																								

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.

EXHIBIT A
TERMS AND CONDITIONS

1. Definitions

“**Confidential Information**” means the MyUsage Prepaid Software, documentation, information, data, drawings, specifications, and any other information supplied by one party to the other and which should reasonably be considered confidential. Confidential Information will not include information that is publicly available, becomes publicly available through no fault of the other party, is already in the other party’s possession without a confidentiality obligation, is obtained by the other party from a third party without restrictions on disclosure, or is independently developed by the other party without reference to the Confidential Information.

“**Customer Data**” means all data and information (whether or not Confidential Information) entered into the System by Customer.

“**Effective Date**” is defined on the Cover Page.

“**Go Live Date**” means the first day that the MyUsage Prepaid Software is used by Customer for productive use (e.g. first time Company Data is entered into the system by the Customer).

“**Initial Term**” is defined on the Cover Page.

“**MyUsage Prepaid Software**” or “**Software**” means that certain Exceleron software called MyUsage Prepaid or Prepaid Account Management System.

“**Participating Customers**” means a customer of the Customer who participates in the Customer’s alternative prepaid program.

“**System**” means Exceleron’s computer systems that are used to host the MyUsage Prepaid Software.

2. MyUsage Prepaid Software Access

2.1 Exceleron hereby grants to Customer a non-exclusive, nontransferable, non-sublicensable license to use the MyUsage Prepaid Software through the System during the Term (as defined below) solely for Customer’s internal business purpose related to prepaid electricity service.

2.2 Customer must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make such connection to the Internet, including a computer, modem and specified browser and plug-in software.

2.3 Exceleron will retain sole and exclusive ownership of all right, title and interest in and to the MyUsage Prepaid Software and System and all copies thereof.

2.4 Customer Data shall be and remain the property of Customer. Upon Customer's request, or upon the termination

or expiration of this Agreement, such Customer Data shall be promptly returned to Customer by Exceleron in a form then maintained by Exceleron or, if Customer so elects, shall be destroyed.

3. Service Level and Support

3.1 Exceleron will use commercially reasonable efforts to make the System available for Customer’s access between the hours of 5:00 a.m. and 2:00 a.m. Central Time, seven (7) days a week (“**Operating Hours**”). Except in the case of emergencies, Exceleron will provide Customer with at least twenty-four (24) hours prior notice of downtime required during Operating Hours and will use commercially reasonable efforts to accommodate Customer’s schedule for such downtime.

3.2 The MyUsage Prepaid Software and System will operate in material conformance to the specifications set forth in Exhibit B. As Customer’s sole and exclusive remedy, Exceleron will use commercially reasonable efforts to fix any non-conformities. Customer agrees that Exceleron may, in its reasonable commercial judgment, amend Exhibit B from time to time to further detail the MyUsage Prepaid Software and System. Amendments to Exhibit B are effective upon Customer’s receipt of the revised Exhibit B. However, if: (a) the amendment would materially and adversely affect Customer, (b) Customer provides Exceleron with a written notice describing its objection to the amendment in reasonable detail within five (5) business days of the effective date of the amendment, and (c) Exceleron does not agree to waive the amendment as to Customer within five (5) business days of Customer’s notice, then Customer may terminate this Agreement without liability.

3.3 Exceleron will provide Customer with those error corrections and modifications to the MyUsage Prepaid Software that Exceleron provides without cost to its other customers that access the MyUsage Prepaid Software through the System.

3.4 Exceleron will provide telephone call-back support during Exceleron’s normal business hours to permit Customer to report problems and seek reasonable assistance in the use of the MyUsage Prepaid Software.

3.5 Exceleron will not be in default of this Agreement, or be liable in any way, to the extent the System is unavailable wholly or partly due to: (i) Customer’s failure to perform its obligations under this Agreement that affects the performance of the System; (ii) force majeure events set forth in Section 12.9; (iii) the performance of Customer’s third party telecommunications network provider(s); (iv) changes made at the request of Customer; (v) unforeseen capacity increases based on changes in Customer’s business processes for which

Exceleron has not received at least thirty (30) days prior written notice from Customer; or (vi) Customer's software or hardware.

4. Other Services

4.1 Exceleron will provide Customer with two (2) business days of training on the use and operation of the System. The class will be held in Dallas, Texas at a mutually agreed upon date and time or at Customer's site provided Customer reimburses Exceleron for its reasonable travel expenses. Training will be "train the trainer" training and may accommodate up to three (3) individuals. Any additional training will be performed according to mutually agreed terms and conditions.

5. Fees and Payment Procedures

5.1 Customer shall pay Exceleron the fees in accordance with the fee structure set forth on the Cover Page and as otherwise provided in this Agreement. All amounts will be due and payable within twenty (20) days after the date of invoice. Any amounts owing that are not paid when due will accrue interest from the due date at the rate of eighteen percent (18%), or the maximum rate permitted by law, whichever is less.

5.2 All amounts shown in this Agreement are in United States dollars and are net of all sales, use, property and related taxes. Customer shall be responsible for all taxes arising out of or related to this Agreement (except for taxes based upon the net income of Exceleron), regardless of whether Exceleron bills Customer for such taxes.

5.3 In the event that Customer has not timely paid fees due under this Agreement or Customer is otherwise in breach of this Agreement, Customer acknowledges that Exceleron may suspend or deny Customer's access to the MyUsage Prepaid Software and System.

6. Term and Termination

6.1 This Agreement will take effect on the Effective Date and, unless terminated earlier as provided in this Section 6, will remain in force during the Initial Term. Following the Initial Term, unless terminated earlier as provided in this Section 6, this Agreement will automatically continue for successive annual periods (each a "**Renewal Term**"; collectively with the Initial Term, the "**Term**").

6.2 Termination for City's Convenience. City shall require the right under any Agreement in its sole discretion to cancel or suspend, in whole or in part, the Services. In the event of any such termination under an Agreement, City shall commit to pay Exceleron for the normal and reasonable expenses incurred by Exceleron in the performance of Services prior to receipt of the Notice of Termination, but City shall not be liable for any changes or expenses incurred by Exceleron subsequent to the Notice of Termination, except for the amounts set forth in Section 6.7. No amount shall be allowed for anticipated profit on unperformed Services.

6.3 Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other party with at least (30) days written notice prior to the date of termination. Notwithstanding the foregoing, Celeron may not reject Customer's request to renew up to two (two) one-year Renewal Terms.

6.4 A party may terminate this Agreement upon written notice to the other party if such other party breaches a material term, condition or provision of this Agreement unless the breach, if capable of being cured, is cured within thirty (30) days (ten (10) days for non-payment) after the non-breaching party gives the breaching party written notice of such breach.

6.5 A party may terminate this Agreement upon written notice to the other party if such other party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

6.6 Notwithstanding Section 6.3, Exceleron may terminate this Agreement immediately upon Customer's breach of the license restrictions in Section 2.1.

6.7 Upon termination for any reason, Customer will immediately cease all use of and access to the MyUsage Prepaid Software and System and will pay all amounts due and/or payable through the date of termination. The parties recognize that the harm caused by a breach of this Agreement is incapable or difficult of estimation. Accordingly, in the event of termination of this Agreement by Exceleron pursuant to Sections 6.2, 6.3, 6.4, 6.5, or 6.6 those Monthly Minimum Fees that would otherwise become due under this Agreement during the remaining Term will be accelerated and become immediately due and payable. The parties agree that such amounts are a reasonable forecast of the amount necessary to render just compensation. Nothing in this provision is intended to entitle Exceleron to collect unearned interest or to receive an interest rate greater than the rate allowed by law.

7. Disclaimer of Warranties

7.1 EXCELERON MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE MYUSAGE PREPAID SOFTWARE, THE SYSTEM OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. EXCELERON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. Limitation of Liability

8.1 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1, AND 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1, AND 10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO EXCELERON UNDER THIS AGREEMENT FOR THE MONTH IN WHICH THE CAUSE OF ACTION AROSE, PROVIDED HOWEVER, THE LIMITATION ON DAMAGES EXPRESSED IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL OR WANTON CONDUCT OF THE PARTY CREATING THE DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Indemnification

9.1 Exceleron will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer that the MyUsage Prepaid Software as used through the System infringes any patent, copyright, trade secret or other proprietary right of any third party. Customer shall give such assistance and information as Exceleron may reasonably require to oppose such claims. Exceleron shall have no obligation for any claims arising out of a combination or use of the MyUsage Prepaid Software as used through the System with non-Exceleron programs, products or data, if such combination or use is the cause of the alleged infringement.

9.2 In the event a third party claim of infringement is threatened or occurs, Customer will immediately notify Exceleron. Exceleron may, in its sole discretion, alter or replace the MyUsage Prepaid Software or System with a non-infringing functionally equivalent system. If Exceleron determines that none of these alternatives is reasonably

available, Exceleron may terminate this Agreement and refund to Customer any Fees paid in advance for the time following termination.

9.3 Customer acknowledges that (i) Customer has the sole discretion whether to provide electricity service to its customers, (ii) Customer has the sole discretion and authority to disconnect electricity service, and (iii) Customer shall not rely upon Exceleron to determine whether to connect or disconnect electricity service. Accordingly, CUSTOMER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD EXCELERON HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES, INCLUDING DEATH, RELATED TO OR ARISING OUT OF AN ALLEGATION BROUGHT AGAINST EXCELERON ARISING OUT OF OR RELATED TO THE MYUSAGE PREPAID SOFTWARE, THE SYSTEM OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY CLAIMS AS A RESULT OF A BREACH BY CUSTOMER OF THIS AGREEMENT OR ANY OTHER AGREEMENTS AND ANY CLAIMS BY CUSTOMER'S CUSTOMERS WITH RESPECT TO CUSTOMER'S ELECTRIC SERVICE PROVIDER OBLIGATIONS), REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXCELERON EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF EXCELERON. Exceleron shall give such assistance and information as Customer may reasonably require to oppose such claims.

9.4 At Customer's request, Exceleron may record certain customer support calls for quality assurance purposes. Customer is solely responsible for complying with all legal and regulatory requirements related to the recording such calls, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with recording such calls. Customer will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's recording of customer support calls.

9.5 At Customer's request and subject to any regulatory restrictions, Exceleron will display Customer's name on the "caller id" display for Customer's Participating Customers. Customer is solely responsible for complying with all legal and regulatory requirements related to the display of the caller id, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with the display of Customer's name on "caller id". Customer will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's display of Customer's name on caller id.

9.6 Telephone Consumer Protection Act (“TCPA”). Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with Customer’s compliance with the TCPA. Customer acknowledges that Exceleron is a “common carrier” for purposes of the TCPA and its sole obligation is to comply with the TCPA-related instructions provided by Customer. Customer will provide Exceleron with “opt out” language to be included in all communications to Customer consumers (e.g., voicemails, e-mails and text messages) generated by the MyUsage Prepaid Software (“TCPA Opt Out Language”). Exceleron will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer because the MyUsage Prepaid Software generated a communication(s) without the TCPA Opt Out Language or Exceleron failed to comply with Customer’s written instructions for TCPA compliance. Customer shall give such assistance and information as Exceleron may reasonably require to oppose such claims.

10. Confidential Information

10.1 Each party (“*Receiving Party*”) acknowledges that the other party’s (“*Disclosing Party*”) Confidential Information constitutes valuable trade secrets and the Receiving Party agrees that it shall use the Disclosing Party’s Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party’s prior written consent. The Receiving Party agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Disclosing Party’s Confidential Information from unauthorized use and disclosure as the Receiving Party takes with respect to its own similar confidential information. The Receiving Party may disclose the Disclosing Party’s Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the Receiving Party promptly notifies the Disclosing Party and assists the Disclosing Party in resisting or limiting such disclosure.

10.2 Exceleron may list Customer's name in Exceleron's materials and may otherwise inform third parties that Customer is a customer that uses the MyUsage Prepaid Software and System.

10.3 In the event of actual or threatened breach of the provisions of Section 10.1, the Disclosing Party may have no adequate remedy at law and will be entitled to seek immediate and injunctive and other equitable relief.

11. Assignment

11.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, without providing prior written notice to Exceleron. For purposes of this Agreement, a transaction such as a merger, consolidation, reorganization, change of control, stock sale or

exchange, sale of any substantial portion of Customer’s assets or similar transaction will be deemed to be an assignment. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

12. Miscellaneous

12.1 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service.

12.2 Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be deemed to be a waiver of such party’s rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

12.3 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.4 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

12.5 This Agreement is for the sole benefit of Exceleron and Customer and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any person, other than Exceleron and Customer and such assigns, any legal or equitable rights hereunder.

12.6 This Agreement may not be amended, except by a writing signed by both parties.

12.7 No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.8 This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

12.9 Except for the obligations to make payments hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, civil disorder, communications failures, failures of third parties, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

12.10 The provisions of Sections 1, 2.3, 2.4, 5, 6.6, 8, 9, 10, and 12 will survive termination of this Agreement.

12.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its choice of laws provisions. Exclusive venue for any dispute between the parties arising out of or related to this Agreement shall be with the state or federal courts in Marion County, Florida. Each party consents to the jurisdiction of such courts in any dispute arising out of or related to this Agreement.

12.12 Exceleron acknowledges that the City of Ocala is subject to Chapter 119, Florida Statutes (“Public Records Law”) and that any record (regardless of form or ormat) created to memorialize City business is considered public record, unless exempted, or deemed confidential by law or the Florida Constitution. (“City Business Records”) Any City Business Records provided to or generated by Exceleron coincident with

performing Services under this Agreement must be kept and maintained in accordance with the Public Records Law. Any such City Business Records held by Exceleron must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of the City’s records custodian, Exceleron shall provide City a copy of the requested City Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law. Exceleron shall ensure that City Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Exceleron does not transfer the records to City. Upon completion of the Agreement, Exceleron may transfer, at no cost to the City, all City Business Records in possession of Exceleron or keep and maintain City Business Records required by City to perform the services or work.

If Exceleron receives a public records request for any City Business Records , Exceleron shall notify the City’s Records Custodian in writing by email or US Mail at the following email address and provide City a copy of the request: Custodian of Records c/o City of Ocala, 110 SE Watula Ave., Ocala, FL 34471 Email: clerk@ocalafl.org

If Exceleron transfers all City Business Records to City upon completion of the Contract, Exceleron shall destroy any duplicate City Business Records that are exempt or confidential and exempt from public records disclosure requirements. If Exceleron keeps and maintains City Business Records upon completion of the Contract, Exceleron shall meet all applicable requirements for maintaining public records.

Exhibit B Specifications and Functionality

I. Introduction

A. Purpose

This Exhibit defines specific functional and performance requirements of the MyUsage Prepaid Software (also referred to as “MyUsage” herein). Any capitalized terms not defined in this Exhibit B shall have the meaning set forth in the Agreement.

B. Scope

MyUsage is a web-based system that provides customers with the necessary tools to offer their customers a prepaid alternative to traditional billing options. Participating Customers will have the ability to prepay for electricity, monitor their consumption, credit balance and receive notification of pending disconnections. Payments will be posted to the System as they are made available by Customer. Daily usage charges are calculated based on rates established and maintained by Customer. During the enrollment process, Participating Customers will provide the Customer with contact information to be used during the notification process.

II. General Description

A. Product Functions

Accounts will be created in MyUsage as Participating Customers are enrolled in Customer’s prepaid program. An initial payment (as determined by the Customer) will be posted to the account and displayed as service credits. Usage is monitored daily and the calculated cost for such usage is deducted from the Participating Customer’s current balance. Participating Customers can keep abreast of their balance through receipt of notifications for which they select the method and frequency during account creation. An order is created to disconnect the service when the service credit balance reaches zero. If a payment is received prior to the actual disconnection being completed, the order is automatically cancelled in MyUsage; therefore, disconnection can be avoided provided the cooperative utilizes the “Order Status” feature of MyUsage as opposed to a disconnection process outside of MyUsage. If the customer has already been disconnected, a reconnect order will be generated. Additional fees or charges will also be applied when applicable such as disconnect charges or reconnect charges. Participating Customers will have 7/24 access to their account via the internet or an IVR.

B. User Capabilities and Objectives

1. Create new prepaid accounts
2. Post payments to accounts and display updated account balance
3. Determine unused credit and estimated number of days of unused service
4. Perform account maintenance (update contact information, address changes etc.)
5. Access pending disconnect and reconnect orders and view their status
6. Insert notes or events on accounts unless business practice dictates insertion of notes or events into CIS only

III. Functional Requirements

A. Create a new account

1. **Description:** Customer’s customer service representative, hereafter referred to as a CSR, will enter a new customer’s name, address, location information and meter information into MyUsage to establish a new account. Participating Customer account information may already exist in current billing system. If access and connectivity is possible, this information will be pre-populated.

B. Process a payment

1. **Description:** Payments posted to Customer’s billing system will be collected on a scheduled interval and posted to MyUsage electronically if access and connectivity to the cooperative’s billing system is possible. The CSR also has the ability to post customer payments to MyUsage account. This may be accomplished manually and/or automatically depending upon the cooperative’s payment processing vendor(s) and available integration. Payments posted in MyUsage will be reported to Customer’s CIS system.

C. Account Maintenance

1. Description:

- a. The CSR is able to access a Participating Customer’s record in MyUsage in a timely manner and answer questions relative to information contained in MyUsage.
- b. Participating Customer information is organized for quick access.
- c. The account information page allows the CSR to change specific customer information (i.e. billing information, contact information etc.).
- d. Billing and payment information, agent location information, order history and current order statuses are available to the CSR for the desired Participating Customer.

- e. Additional functionality such as payment processing, notes or events and agent lookups are also available features of MyUsage.

D. Acquisition of Usage Data

- 1. **Description:** Usage data will be acquired from the Customer's AMR database. Access to client side application to query the desired data and transmit such data to the MyUsage application is required.

E. Calculate Usage Debits

- 1. **Description:** Usage charges will be calculated nightly as new usage is received and inserted into MyUsage to debit the Participating Customer's balance.
- 2. **Monitoring:** Each meter will be monitored to ensure that a usage record is received and processed each night. Accounts for which usage was not received will be displayed in an Exceptions Report.

F. PCA (Power Charge Adjustment) True-up

- 1. **Description:** The PCA, which is used by the rating engine, will initially be entered as an estimate and subsequently updated by Customer. Upon the actual PCA being made available, the appropriate adjustment(s) and/or change(s) will be made. (This portion is applicable only to those Customers utilizing PCA.)

G. Calculate taxes

- 1. **Description:** Applicable taxes will be calculated and applied to the Participating Customer's account.

H. Web Service Interface to Disconnect/Reconnect

- 1. **Description:** Provide a process that will interface with remote disconnect/reconnect collars if available.
 - a. A disconnection order will be generated based upon Participating Customer's account no longer being in good standing as defined by Customer. Disconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the disconnection method utilized by Customer, disconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Customer.
 - b. A reconnection order will be generated based upon sufficient payment being applied to Participating Customer's account to bring account into good standing as established by the cooperative. Reconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the reconnection method utilized by the cooperative, reconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Customer

I. Create Notification Events

- 1. **Description:** A list of Participating Customers to be notified will be generated based on defined criteria. This list will be used by the notification process to communicate with the Participating Customer based upon the Participating Customer's selection of method and frequency or based upon the cooperative's mandate of specific notification types and/or frequency.

J. Notification Server

- 1. **Description:** The MyUsage notification server permits Participating Customers to receive selected notifications in the form designated and at the time designated. Notification settings can be accessed both through MyUsage and MyUsage Prepaid.com by CSRs and Participating Customers. Such notifications also trigger events on individual accounts for tracking purposes. Notification methods available include Interactive Voice Response (IVR), SMS text message, pager and email.

K. IVR Inbound Member Services

- 1. **Description:** Participating Customers will have the ability to call an access number to obtain information pertaining to their usage and current balance. The ability to make a payment via the IVR will also be provided.

L. Online Bill View (MyUsage Prepaid.com)

- 1. **Description:** Participating Customers will have access to usage information to include current and limited historical. Payment processing will also be permitted through online bill view (MyUsage Prepaid.com).

IV. Interface Requirements

A. User Interface

- 1. GUI - User Service representatives access MyUsage with a web browser. No additional software is required on the user's workstation.
 - a. All MyUsage functions are accessible via the Main Menu. Access requires a valid user name and password and levels of access are restricted by various permission levels.
 - b. Navigation is accomplished using standard links and drop down boxes.

B. Interactive Agent (IA)

- 1. Exceleron will make the Interactive Agent available to the cooperative via ftp.

2. Customer will ensure that the IA is properly installed on a computer that has uninterrupted internet access.
 3. Customer will ensure that the appropriate access to both the CIS and AMR database is provided including a read only user-id and password and that all necessary network connections are available.
- C. MyUsage.com
1. Exceleron will provide all Participating Customers internet access to MyUsage.com.
 2. Access to MyUsage.com requires a user name and password that is established during account setup in MyUsage.
 3. Customer will have the ability to disable individual account access via the MyUsage interface.

TITLE	FOR SIGNATURES - Exceleron Software - MyUsage PrePaid...
FILE NAME	FOR SIGNATURES - ... (CSO-200693).pdf
DOCUMENT ID	959ede7705087fce48248e38e904197ff7f9f4ba
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 05 / 2020
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Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Jay A. Musleh (jmusleh@ocalafll.org) and Exceleron Software, LLC (jeff@exceleron.com) from drobinson@ocalafll.org
IP: 216.255.240.104



VIEWED

10 / 05 / 2020
14:36:47 UTC-5

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



SIGNED

10 / 05 / 2020
14:42:09 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
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10 / 05 / 2020
15:57:57 UTC-5

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SIGNED

10 / 05 / 2020
15:58:32 UTC-5

Signed by Jay A. Musleh (jmusleh@ocalafll.org)
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IP: 104.183.253.119



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The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 09/01/20

Subject: Exceleron Software Agreement Five Year Agreement

Submitted By: Emory Roberts

Department: Business & Financial Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 14982) five-year contract for MyUsage, meter data management, and prepaid electric billing software with Exceleron Software, LLC with approximate annual expenditures of \$360,720

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Exceleron software includes the MyUsage suite of applications that allows the City to offer a prepaid utility service program for our municipal services customers. This program is an integral part of providing multiple billing methods to our customers and has been very successful for the City of Ocala. We now have over 7,000 customers who have voluntarily signed up for this customer friendly program.

Features of the Exceleron software prepaid program include:

- Prepaid municipal services (electric, water & sewer, sanitation, and fiber);
- Customer can budget for multiple payments at their convenience (daily, weekly);
- No deposit required to begin service (only service fee & down payment);
- No late or disconnect/reconnect fees; and
- Debt recovery program for existing customers that switch to prepaid.

Customer Portal/Mobile App “MyUsage” is available free of charge to all residential customers and allows customers to:

- Monitor electric and water usage hourly with a real-time account balance;
- Receive account alerts such as low balance, pending disconnect; and
- Report any service outages through the app.

In addition, Exceleron provides Meter Data Management (MDM) software free of charge to Ocala Electric Utility (OEU) that assists in managing and monitoring data provided by the AMI system of smart meters. The AMI system provides a number of important functions such as the ability to automatically and remotely measure electricity use, connect and disconnect service, detect tampering, identify and prevent unscheduled outages, and monitor voltage.

Per an OEU contracted study in 2019, the MDM software replacement cost is approximately \$87,033 annually (with year 1 costs of \$383,564). Also, OEU calculated the MDM estimated average annual cost recovery or avoidance of \$152,558 for voltage problems, overloading, service theft, overtime costs, commercial losses, and risk events.

FINDINGS AND CONCLUSIONS:

As part of the five-year package, Exceleron agreed to allow the City of Ocala to participate in the same rate structure as the much larger Orlando Utility Commission customer base. Currently, using our blended

tier rate, the City pays now \$4.08 per month per customer up to 8,499 customers. With this savings, any customers over 8,500 will be half price at \$2.00 a customer. So as the program grows, the City can see significant savings in future costs. Additionally, as part of this contract, staff negotiated with Exceleron for the development of an Ocala custom branded MyUsage app. Staff recommends approval of the agreement for five years to continue offering this popular and beneficial program to our customers.

FISCAL IMPACT:

The gross cost of the agreement is based on our negotiated tier structure. Currently, the City is paying an average of \$30,060 per month, which equates to \$360,720 per year.

The annual adjusted net cost after factoring in cost savings/avoidance is approximately \$35,920 or \$2,993 per month (\$0.43 per customer based on 7,000 customers) as shown in the table below:

Item	Annual \$	Monthly \$	Per Cust
Exceleron Software Fees	\$360,720	\$30,060	\$4.29
Cost Savings/Avoidance			
Meter Data Management Software	(\$ 87,033)		
OEU Cost recovery/avoidance	(\$152,588)		
Mailing Fees (electronic only)	(\$ 42,000)		
Debt Recovery Savings (13.9%)	(\$ 43,179)		
Adjusted NET COST	\$35,920	\$2,993	\$0.43

Funds are budgeted for FY20 utilizing account 457-032-230-531-53-34010 and will be budgeted likewise for future fiscal years.

PROCUREMENT REVIEW:

This contract has been reviewed and approved to be in compliance with the City's procurement policies.

LEGAL REVIEW:

The contract will be reviewed and approved by the Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

Remove prepaid service which is not recommended.

SUPPORT MATERIALS:

MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT (PDF)

Exhibit B- Specifications and Functionality (PDF)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0472

Agenda Item #: 17a.

Submitted By: Charlene Pollette

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:

Power Cost Adjustment Report - November 2025

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Power Cost Adjustment (PCA) rate is the mechanism by which positive and negative fluctuations in power costs are passed through to customers. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over- or under-collection of the PCA is attached.

On December 16, 2025, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on rate projections at that time and our sales projections, an under-collection of \$854,115 is projected for the end of Fiscal Year 2025-26.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of November 30, 2025, the reserve is funded at approximately 22 percent of the projected power cost and is in compliance with policy requirements.

**City Council Report
Power Cost Adjustment Projection**

November 2025

On December 16, 2025, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of \$854,115 is estimated for fiscal year-end.

FMPA updates its rate projections monthly and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

Projected Annual Power Costs		\$121,733,825
Projected Annual kWh Sales		1,411,321,771
PCA Rate for:	11/30/2025	\$0.02815
Cumulative Over(Under) Collection:	11/30/2025	(\$1,716,067)
Projected Over(Under) Collection:	9/30/2026	(\$854,115)



AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES

THIS AGREEMENT FOR LIME SLUDGE HAULING AND REMOVAL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ART WALKER CONSTRUCTION, INC** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3417034) ("Contractor").

WHEREAS, on November 29, 2023, City issued a Request for Quote for the provision of lime sludge hauling and removal services, No.: WRS/240102 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the bid submitted by Art Walker Construction, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide lime sludge hauling and removal services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-2)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED FORTY-SIX THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$146,700)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work**.

A. **Pricing.** Contractor shall be compensated in accordance with the unit pricing below.

Description:	UOM:	Unit Cost:
Lime Sludge Removal	Cubic Yard	\$8.15



- B. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.
- C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Water Resources Department, Attn: Robyn Preston, Address: 1805 NE 30th Avenue, Building 600, Ocala, FL 34470** E-Mail: rbpreston@ocalafl.gov Phone: 352-629-8471.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **FEBRUARY 21, 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **FEBRUARY 20, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **TWO (2) YEAR** periods by written consent between City and Contractor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of



war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:



- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.



9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills



- and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.



18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.



- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited



to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the



completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require



all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:
- | | |
|-------------------|---|
| If to Contractor: | Art Walker Construction, Inc.
Attention: Tarrah Walker
PO Box 267
Lowell, Florida 32663
Phone: 352-629-1466
E-mail: office@artwalkerconstruction.com |
|-------------------|---|



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any



objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on 2/21/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield

Barry Mansfield
City Council President

Approved as to form and legality:

ART WALKER CONSTRUCTION, INC.

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Tarah Walker

By: Tarah walker
(Printed Name)

Title: vice President
(Title of Authorized Signatory)

BACKGROUND

1. **Water Treatment Plant #1 (WTP #1)** is a conventional lime softening plant that uses quicklime to reduce calcium hardness in the drinking water. Excess lime is wasted to drying lagoons and must be removed for disposal. WTP #1 produces approximately 9,000 cubic yards of lime sludge per year.
2. Contractor shall remove and haul lime sludge approximately every **SIXTY (60)** days from the City's Water Treatment Plant #1 located at **1808 NE 36th Avenue, Ocala FL 34470**, when notified by the City that a pickup is needed.
3. City agrees to grant the Contractor the rights of use and possession of the lime hauled from the water treatment plant.

PROJECT SUMMARY AND HOURS

1. Contractor shall provide all labor and equipment to haul away all lime sludge from the premises when notified by the City that lime is available for pickup.
2. Contractor agrees to take title of all loaded lime sludge upon leaving the Water Treatment Plant #1.
3. Contractor shall provide a **minimum of five (5) trucks** on the day(s) of lime sludge removal to ensure a fast and efficient removal process. *City shall provide equipment and labor to load the lime into Contractor's trucks.* Removal shall continue on consecutive days until all lime is removed.
4. The lime sludge is typically dried over a period of two months and has little, if any, free liquids. The City will make every effort to provide the driest possible lime sludge product but upon notification, the Contractor will commence lime sludge removal within ten (10) business days, regardless of the current moisture content of the lime sludge product.
5. **Working Hours:** The time for lime sludge loading shall be between the hours of 7:30 am and 2:30 pm, Monday through Friday. There will be no hauling on City-observed holidays.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

Exhibit A – SCOPE OF WORK**CONTRACT# WRS/240102**

7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services to the Contractor for the performance of services:
 - a. Access to City buildings and facilities to perform the work.
 - b. Equipment and labor to load the lime into Contractor's trucks.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall always ensure and keep the premises free from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. City shall not be held responsible for any damages to any of the Contractor's equipment, materials, property, or clothing, whether lost, damaged, destroyed or stolen in any event.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

Certificate Of Completion

Envelope Id: 089F39BD038A49138AEA98EB9EA60A89	Status: Completed
Subject: SIGNATURE -Agreement for Lime Sludge Hauling and Removal Services (WRS/240102)	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
1/30/2024 2:46:12 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 1/30/2024 2:49:36 PM
 Viewed: 2/9/2024 10:06:59 AM
 Signed: 2/9/2024 10:11:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tarrah Walker
 office@artwalkerconstruction.com
 Vice President
 Art Walker Construction, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 A4235E399F3641B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 207.30.165.138

Sent: 2/9/2024 10:11:51 AM
 Viewed: 2/12/2024 5:52:13 AM
 Signed: 2/12/2024 6:04:43 AM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2024 5:52:13 AM
 ID: 9548c5d1-62ba-4b4b-abdc-d4c1cf19e45d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2024 2:49:36 PM
Certified Delivered	Security Checked	2/12/2024 5:52:13 AM
Signing Complete	Security Checked	2/12/2024 6:04:43 AM
Completed	Security Checked	2/12/2024 6:04:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Certificate Of Completion

Envelope Id: D33B909467594749AF38AE2FF6996F6B	Status: Completed
Subject: SIGNATURE - Agreement for Lime Sludge Hauling and Removal Services (WRS/240102)	
Source Envelope:	
Document Pages: 21	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
2/21/2024 11:39:05 AM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Barry Mansfield
 bmansfield@ocalafl.org
 Council President Pro Tem
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 550E4A5AC2B44F7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.253.228

Timestamp

Sent: 2/21/2024 11:40:53 AM
 Viewed: 2/21/2024 1:42:22 PM
 Signed: 2/21/2024 1:42:50 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 2/21/2024 1:42:52 PM
 Viewed: 2/21/2024 5:01:58 PM
 Signed: 2/21/2024 5:02:19 PM

Electronic Record and Signature Disclosure:

Accepted: 2/21/2024 5:01:58 PM
 ID: 877a8572-b1ec-4271-ab1c-9080b2106a6f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/21/2024 11:40:53 AM
Certified Delivered	Security Checked	2/21/2024 5:01:58 PM
Signing Complete	Security Checked	2/21/2024 5:02:19 PM
Completed	Security Checked	2/21/2024 5:02:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

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To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



FIRST AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS

THIS FIRST AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC** a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN# 35-1959522) ("Vendor").

WHEREAS, on April 25, 2022, the City of Ocala and the State of Florida Department of Environmental Protection (FDEP) Entered into Standard Grant Agreement No. WG093 for the installation of gravity sewer mains at three different locations around the City of Ocala (the "Grant Agreement"); and

WHEREAS, on January 11, 2023, City and Vendor entered into a Services Agreement for Water Resources Improvement Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/220762 for a term of two (2) years, from January 9, 2023 to January 8, 2025; and

WHEREAS, on April 7, 2023, the City's Water Resources and Engineering Department sought a procurement exception which would allow the City to utilize the existing contract for water resources improvement program projects for water main installation projects funded by the Grant Agreement; and

WHEREAS, after reviewing grant requirements and confirming FDEP's approval for the use of the Original Agreement for grant-funded projects, the City Contracting Officer granted said exception; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to increase the overall compensation amount to reflect the expected level of expenditure for the grant-funded project and to incorporate FDEP contract provisions.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **COMPENSATION.** Vendor shall be paid an amount not to exceed **SEVEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **EXHIBIT E – GRANT CLAUSES.** Contract provisions as described in **Exhibit E – Grant Clauses** are hereby incorporated into this Agreement. If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit E; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C; then (5) Exhibit D.



5. **AMOUNTS DUE TO THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
6. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
7. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Miller Pipeline, LLC
 Attn: Charles Bell
 8850 Crawfordville Road
 Indianapolis, Indiana 46234
 PH: 352-236-3355
 E-mail: charles.bell@millerpipeline.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 PH: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.org

8. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
9. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.



CONTRACT# CIP/220762

10. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on
5/17/2023

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
807DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

MILLER PIPELINE, LLC

DocuSigned by:
Charles Bell
9219D9DF2E21458...
By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

- A. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to \$25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(Applies to \$250,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to \$100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit E - GRANT CLAUSES**CONTRACT# CIP/230155**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name: _____**Date****X** _____

Signer Name**Signer Title**

Certificate Of Completion

Envelope Id: 2255933050E5420C9BED116C4402938D	Status: Completed
Subject: First Amendment to Services Agreement for Water Resources Improvement Project (CIP/220762)	
Source Envelope:	
Document Pages: 11	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

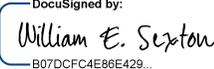
Record Tracking

Status: Original	Holder: Brittany Craven	Location: DocuSign
5/17/2023 8:59:40 AM	biverson@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

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Viewed: 5/17/2023 10:10:38 AM
Signed: 5/17/2023 10:10:44 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Charles Bell
charles.bell@millerpipeline.com
Engineering Manager
Miller Pipeline, LLC.
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 50.206.245.187

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Signed: 5/17/2023 10:25:10 AM

Electronic Record and Signature Disclosure:

Accepted: 5/17/2023 10:22:05 AM
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James P. Hilty, Sr.
jhilty@ocalafl.org
President
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 174.228.163.31
Signed using mobile

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Signed: 5/17/2023 10:35:03 AM

Electronic Record and Signature Disclosure:

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ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87

Angel B. Jacobs
ajacobs@ocalafl.org
April 19
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 9:05:26 AM
Certified Delivered	Security Checked	5/17/2023 10:36:01 AM
Signing Complete	Security Checked	5/17/2023 10:36:11 AM
Completed	Security Checked	5/17/2023 10:36:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROJECTS ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN# 35-1959522) ("Vendor").

WHEREAS, on January 11, 2023, City and Vendor entered into a Services Agreement for Water Resources Improvement Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/220762 for a term of two (2) years, from January 9, 2023 to January 8, 2025; and

WHEREAS, on May 17, 2023, City and Vendor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment") increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to further increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** Vendor shall be paid an amount not to exceed **EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Miller Pipeline, LLC
Attn: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
PH: 352-236-3355
E-mail: charles.bell@millerpipeline.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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



CONTRACT# CIP/220762

IN WITNESS WHEREOF, the parties have executed this Second Amendment on

8/9/2024

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Barry Mansfield

Barry Mansfield
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Charles Bell

By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 6C3DF17AEBD94ACC96DE91FEA55172DC	Status: Completed
Subject: Second Amendment to Services Agreement for Water Improvement Projects (CIP/220762)	
Source Envelope:	
Document Pages: 3	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

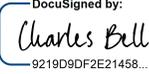
Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
8/7/2024 12:15:32 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Charles Bell
charles.bell@millerpipeline.com
Engineering Manager
Miller Pipeline, LLC.
Security Level: Email, Account Authentication (None)

Signature

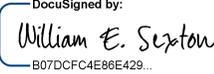
DocuSigned by:

9219D9DF2E21458...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.20.4

Timestamp

Sent: 8/7/2024 12:35:58 PM
Viewed: 8/8/2024 6:38:05 AM
Signed: 8/8/2024 6:40:14 AM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2024 6:38:05 AM
ID: 3a47539e-a5ef-426d-8698-772ae3de3460

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

B07DCFC4E86E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Signed: 8/8/2024 9:45:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry Mansfield
bmansfield@ocalafl.org
Council President
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

550E4A5AC2B44F7...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.253.228

Sent: 8/8/2024 9:45:56 AM
Viewed: 8/9/2024 4:32:44 PM
Signed: 8/9/2024 4:32:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Viewed: 8/9/2024 4:40:44 PM
Signed: 8/9/2024 4:40:58 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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ID: af0c1502-c748-489e-9d25-6389e7297f56

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/9/2024 4:40:44 PM
Signing Complete	Security Checked	8/9/2024 4:40:58 PM
Completed	Security Checked	8/9/2024 4:40:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS

THIS THIRD AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

WHEREAS, on January 11, 2023, City and Contractor entered into a Services Agreement related to the City's Water Resources Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/220762, for a term of two years from January 9, 2023, through January 8, 2025; and

WHEREAS, on May 17, 2023, City and Contractor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment"), increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, on August 9, 2024, City and Contractor entered into a Second Amendment to Services Agreement for Water Resources Improvement Projects (the "Second Amendment"), to increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two available one-year renewal terms, with a 3% increase to the pricing schedule as outlined in **Exhibit B – Amended Price Proposal** for the Renewal Term.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Exhibit B – Amended Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **JANUARY 9, 2025**, and ending **JANUARY 8, 2026**. This Agreement may be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWO MILLION AND NO/100 DOLLARS (\$2,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.



6. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Miller Pipeline, LLC.
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone: 352-236-3355
E-mail: charles.bell@millerpipeline.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

8. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

9. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Third Amendment for all purposes.

10. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Third Amendment on
1/15/2025

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

Signed by:
Kristen Dreyer
Kristen Dreyer
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC.

Signed by:
William E. Sexton, Esq.
William E. Sexton, Esq.
City Attorney

DocuSigned by:
Charles Bell

By: Charles Bell
(Printed Name)

Title: Engineering Manager
(Title)

Exhibit B - AMENDED PRICE PROPOSAL		CONTRACT# CIP/220762		
 Miller Pipeline, LLC				
WATER RESOURCES IMPROVEMENT PROGRAM				
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
GENERAL CONSTRUCTION (012200-3)				
G-03	PROJECT SIGN	EA	\$850.00	\$875.50
G-04-1	EMERGENCY CALL OUT (24 HOURS A DAY)	HR	\$1,060.00	\$1,091.80
G-04-2	LABOR AND EQUIPMENT	HR	\$840.00	\$865.20
G-05	MAINTENANCE OF TRAFFIC	DAY	\$685.00	\$705.55
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$2.75	\$2.83
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$5.00	\$5.15
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	\$175.00	\$180.25
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$5.00	\$5.15
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$9.00	\$9.27
G-11	EXCAVATION	CY	\$6.00	\$6.18
G-12	IMPORTED BACKFILL MATERIAL	CY	\$27.00	\$27.81
G-15	GRADING	SY	\$3.60	\$3.71
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$36.00	\$37.08
G-19	LIMEROCK BASE 12"	SY	\$20.00	\$20.60
G-20	# 57 STONE	CY	\$95.00	\$97.85
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	\$12.00	\$12.36
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	\$98.00	\$100.94
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	\$3.75	\$3.86
G-23	CONCRETE FILL	CY	\$282.00	\$290.46
G-24	ASPHALT COATINGS	GAL	\$30.75	\$31.67
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$9.00	\$9.27
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$9.00	\$9.27
G-31	ASPHALT MILLING AND REPLACEMENT	CY	\$12.00	\$12.36
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$255.00	\$262.65
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$255.00	\$262.65
G-33	ROADWAY GUARDRAIL	LF	\$130.00	\$133.90
G-34-1	OBJECT MARKER, TYPE 1	EA	\$211.00	\$217.33
G-34-2	OBJECT MARKER, TYPE 2	EA	\$117.00	\$120.51
G-34-3	OBJECT MARKER, TYPE 3	EA	\$227.00	\$233.81

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
G-34-4	OBJECT MARKER, TYPE 4	EA	\$211.00	\$217.33
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$114.00	\$117.42
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$110.00	\$113.30
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	\$250.00	\$257.50
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$128.00	\$131.84
G-36	RUMBLE STRIPS	PS	\$315.00	\$324.45
G-37	GROUNDING ELECTRODE	FT	\$78.00	\$80.34
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	\$66.00	\$67.98
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$240.00	\$247.20
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$240.00	\$247.20
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$8,400.00	\$8,652.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$12,000.00	\$12,360.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$24,000.00	\$24,720.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$7,800.00	\$8,034.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$15,000.00	\$15,450.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$6,600.00	\$6,798.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$2,400.00	\$2,472.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$3,600.00	\$3,708.00
G-52	CONSTRUCTION SURVEY	HR	\$180.00	\$185.40
G-53	ASBUILT DRAWINGS	HR	\$110.00	\$113.30
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	\$1,020.00	\$1,050.60
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	\$84.00	\$86.52
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	\$88.00	\$90.64
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	\$51.00	\$52.53
G-55	6" BOLLARDS	EA	\$895.00	\$921.85
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	\$48.00	\$49.44
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	\$52.00	\$53.56
G-58-1	CONCRETE 3000 PSI	CY	\$282.00	\$290.46
G-58-2	CONCRETE 4000 PSI	CY	\$295.00	\$303.85
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	\$119.00	\$122.57
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	\$119.00	\$122.57
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	\$3,600.00	\$3,708.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$480.00	\$494.40

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
G-66	RIP RAP	CY	\$169.00	\$174.07
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	\$90.00	\$92.70
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	\$28.00	\$28.84
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	\$42.00	\$43.26
G-79	SEED & MULCH	SY	\$1.50	\$1.55
G-80-1	SOD-ST. AUGUSTINE	SY	\$7.00	\$7.21
G-80-2	SOD-BAHIA	SY	\$4.25	\$4.38
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	\$1,500.00	\$1,545.00
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	\$1,200.00	\$1,236.00
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	\$1,800.00	\$1,854.00
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	\$360.00	\$370.80
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	\$90.00	\$92.70
G-91	REFLECTIVE PAVEMENT MARKERS	EA	\$6.25	\$6.44
G-92	STANDARD WHEEL STOPS	EA	\$93.00	\$95.79
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	\$0.25	\$0.26
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	\$1.00	\$1.03
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	\$2.00	\$2.06
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$0.50	\$0.52
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.30	\$0.31
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$0.50	\$0.52
G-94-1	THERMO, WHITE, SOLID, 6"	LF	\$0.90	\$0.93
G-94-2	THERMO, WHITE, SOLID, 12"	LF	\$2.80	\$2.88
G-94-3	THERMO, WHITE, SOLID, 24"	LF	\$6.75	\$6.95
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$1.20	\$1.24
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.90	\$0.93
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$1.80	\$1.85
G-95	THERMO PAVEMENT MARKINGS	EA	\$78.00	\$80.34
G-96	PAINTED PAVEMENT MARKINGS	EA	\$47.00	\$48.41
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	\$100.00	\$103.00
G-98	MISCELLANEOUS UTILIY LOCATES / EXPORATORY EXCAVATION	HR	\$315.00	\$324.45
WATER CONSTRUCTION (012200-35)				
W-01-1	2" PVC WATER MAIN	LF	\$19.00	\$19.57
W-01-2	4" PVC WATER MAIN	LF	\$25.00	\$25.75

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-01-3	6" PVC WATER MAIN	LF	\$33.00	\$33.99
W-01-4	8" PVC WATER MAIN	LF	\$45.00	\$46.35
W-01-5	10" PVC WATER MAIN	LF	\$64.00	\$65.92
W-01-6	12" PVC WATER MAIN	LF	\$85.00	\$87.55
W-01-7	14" PVC WATER MAIN	LF	\$117.00	\$120.51
W-01-8	16" PVC WATER MAIN	LF	\$146.00	\$150.38
W-01-9	18" PVC WATER MAIN	LF	\$177.00	\$182.31
W-01-10	20" PVC WATER MAIN	LF	\$220.00	\$226.60
W-01-11	24" PVC WATER MAIN	LF	\$300.00	\$309.00
W-01-12	4" DIP WATER MAIN	LF	\$65.00	\$66.95
W-01-13	6" DIP WATER MAIN	LF	\$50.00	\$51.50
W-01-14	8" DIP WATER MAIN	LF	\$61.00	\$62.83
W-01-15	10" DIP WATER MAIN	LF	\$75.00	\$77.25
W-01-16	12" DIP WATER MAIN	LF	\$94.00	\$96.82
W-01-17	14" DIP WATER MAIN	LF	\$108.00	\$111.24
W-01-18	16" DIP WATER MAIN	LF	\$131.00	\$134.93
W-01-19	18" DIP WATER MAIN	LF	\$149.00	\$153.47
W-01-20	20" DIP WATER MAIN	LF	\$180.00	\$185.40
W-01-21	24" DIP WATER MAIN	LF	\$212.00	\$218.36
W-01-22	30" DIP WATER MAIN	LF	\$397.00	\$408.91
W-02-1	BACKFLOW PREVENTER 1"	EA	\$1,035.00	\$1,066.05
W-02-2	BACKFLOW PREVENTER 2"	EA	\$2,080.00	\$2,142.40
W-03-1	2" PVC FITTINGS	EA	\$29.00	\$29.87
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	\$370.00	\$381.10
W-03-3	DIP MJ FITTINGS 4"	EA	\$355.00	\$365.65
W-03-4	DIP MJ FITTINGS 6"	EA	\$505.00	\$520.15
W-03-5	DIP MJ FITTINGS 8"	EA	\$635.00	\$654.05
W-03-6	DIP MJ FITTINGS 10"	EA	\$880.00	\$906.40
W-03-7	DIP MJ FITTINGS 12"	EA	\$1,050.00	\$1,081.50
W-03-8	DIP MJ FITTINGS 14"	EA	\$1,595.00	\$1,642.85
W-03-9	DIP MJ FITTINGS 16"	EA	\$2,125.00	\$2,188.75
W-03-10	DIP MJ FITTINGS 18"	EA	\$2,700.00	\$2,781.00
W-03-11	DIP MJ FITTINGS 20"	EA	\$3,660.00	\$3,769.80

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-03-12	DIP MJ FITTINGS 24"	EA	\$5,730.00	\$5,901.90
W-03-13	DIP MJ FITTINGS 30"	EA	\$9,690.00	\$9,980.70
W-03-14	DIP MJ CROSS 4"	EA	\$690.00	\$710.70
W-03-15	DIP MJ CROSS 6"	EA	\$890.00	\$916.70
W-03-16	DIP MJ CROSS 8"	EA	\$1,045.00	\$1,076.35
W-03-17	DIP MJ CROSS 10"	EA	\$1,535.00	\$1,581.05
W-03-18	DIP MJ CROSS 12"	EA	\$2,020.00	\$2,080.60
W-03-19	DIP MJ CROSS 14"	EA	\$3,235.00	\$3,332.05
W-03-20	DIP MJ CROSS 16"	EA	\$4,690.00	\$4,830.70
W-03-21	DIP MJ CROSS 18"	EA	\$5,800.00	\$5,974.00
W-03-22	DIP MJ CROSS 20"	EA	\$8,355.00	\$8,605.65
W-03-23	DIP MJ CROSS 24"	EA	\$10,375.00	\$10,686.25
W-03-24	DIP MJ CROSS 30"	EA	\$19,130.00	\$19,703.90
W-04-1	4" PIPE JOINT RESTRAINT	EA	\$95.00	\$97.85
W-04-2	6" PIPE JOINT RESTRAINT	EA	\$120.00	\$123.60
W-04-3	8" PIPE JOINT RESTRAINT	EA	\$175.00	\$180.25
W-04-4	10" PIPE JOINT RESTRAINT	EA	\$270.00	\$278.10
W-04-5	12" PIPE JOINT RESTRAINT	EA	\$300.00	\$309.00
W-04-6	14" PIPE JOINT RESTRAINT	EA	\$610.00	\$628.30
W-04-7	16" PIPE JOINT RESTRAINT	EA	\$660.00	\$679.80
W-04-8	18" PIPE JOINT RESTRAINT	EA	\$810.00	\$834.30
W-04-9	20" PIPE JOINT RESTRAINT	EA	\$1,205.00	\$1,241.15
W-04-10	24" PIPE JOINT RESTRAINT	EA	\$1,915.00	\$1,972.45
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,020.00	\$1,050.60
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,365.00	\$1,405.95
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,660.00	\$1,709.80
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	\$2,270.00	\$2,338.10
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	\$2,920.00	\$3,007.60
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	\$5,015.00	\$5,165.45
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	\$6,145.00	\$6,329.35
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	\$10,990.00	\$11,319.70
W-05-9	4" INSERT - A - VALVE	EA	\$7,640.00	\$7,869.20
W-05-10	6" INSERT - A - VALVE	EA	\$8,850.00	\$9,115.50

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-05-11	8" INSERT - A - VALVE	EA	\$10,120.00	\$10,423.60
W-05-12	10" INSERT - A - VALVE	EA	\$15,160.00	\$15,614.80
W-05-13	12" INSERT - A - VALVE	EA	\$18,860.00	\$19,425.80
W-05-14	14" INSERT - A - VALVE	EA	\$35,290.00	\$36,348.70
W-05-15	16" INSERT - A - VALVE	EA	\$37,700.00	\$38,831.00
W-08-1	2" LINE STOP	EA	\$1,550.00	\$1,596.50
W-08-2	4" LINE STOP	EA	\$6,390.00	\$6,581.70
W-08-3	6" LINE STOP	EA	\$6,500.00	\$6,695.00
W-08-4	8" LINE STOP	EA	\$7,670.00	\$7,900.10
W-08-5	10" LINE STOP	EA	\$10,020.00	\$10,320.60
W-08-6	12" LINE STOP	EA	\$11,230.00	\$11,566.90
W-08-7	14" LINE STOP	EA	\$15,690.00	\$16,160.70
W-08-8	16" LINE STOP	EA	\$18,230.00	\$18,776.90
W-08-9	18" LINE STOP	EA	\$20,090.00	\$20,692.70
W-08-10	20" LINE STOP	EA	\$22,290.00	\$22,958.70
W-08-11	24" LINE STOP	EA	\$28,440.00	\$29,293.20
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	\$5,980.00	\$6,159.40
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	\$5,940.00	\$6,118.20
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	\$6,160.00	\$6,344.80
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	\$6,460.00	\$6,653.80
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	\$7,350.00	\$7,570.50
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	\$6,430.00	\$6,622.90
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	\$6,550.00	\$6,746.50
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	\$6,800.00	\$7,004.00
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	\$6,950.00	\$7,158.50
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	\$8,020.00	\$8,260.60
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	\$4,640.00	\$4,779.20
W-11-1	REMOVE FIRE HYDRANTS	EA	\$950.00	\$978.50
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	\$1,660.00	\$1,709.80
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	\$1,120.00	\$1,153.60
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	\$1,120.00	\$1,153.60
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	\$1,480.00	\$1,524.40
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	\$1,680.00	\$1,730.40

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	\$705.00	\$726.15
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	\$1,350.00	\$1,390.50
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	\$995.00	\$1,024.85
W-14-4	1" DOUBLE WATER SERVICE LONG	EA	\$1,650.00	\$1,699.50
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	\$2,920.00	\$3,007.60
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	\$3,730.00	\$3,841.90
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	\$3,990.00	\$4,109.70
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	\$4,830.00	\$4,974.90
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	\$850.00	\$875.50
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	\$1,880.00	\$1,936.40
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	\$1,260.00	\$1,297.80
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	\$2,200.00	\$2,266.00
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	\$3,300.00	\$3,399.00
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	\$4,410.00	\$4,542.30
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	\$4,430.00	\$4,562.90
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	\$5,570.00	\$5,737.10
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	\$1,290.00	\$1,328.70
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$1,300.00	\$1,339.00
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$1,310.00	\$1,349.30
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$1,330.00	\$1,369.90
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$1,500.00	\$1,545.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$1,550.00	\$1,596.50
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$1,570.00	\$1,617.10
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$1,680.00	\$1,730.40
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$1,700.00	\$1,751.00
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$1,800.00	\$1,854.00
W-16-11	4" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,370.00	\$3,471.10
W-16-12	4" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,380.00	\$3,481.40
W-16-13	4" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$3,460.00	\$3,563.80
W-16-14	4" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$3,410.00	\$3,512.30
W-16-15	4" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,100.00	\$4,223.00
W-16-16	4" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,440.00	\$4,573.20
W-16-17	4" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$4,530.00	\$4,665.90

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-16-18	4" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$4,860.00	\$5,005.80
W-16-19	4" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,010.00	\$5,160.30
W-16-20	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,920.00	\$4,037.60
W-16-21	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,970.00	\$4,089.10
W-16-22	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,010.00	\$4,130.30
W-16-23	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,120.00	\$4,243.60
W-16-24	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,690.00	\$4,830.70
W-16-25	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,990.00	\$5,139.70
W-16-26	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,070.00	\$5,222.10
W-16-27	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,410.00	\$5,572.30
W-16-28	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00	\$5,726.80
W-16-29	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,370.00	\$4,501.10
W-16-30	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,380.00	\$4,511.40
W-16-31	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,460.00	\$4,593.80
W-16-32	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$5,320.00	\$5,479.60
W-16-33	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,450.00	\$5,613.50
W-16-34	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00	\$5,726.80
W-16-35	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$6,010.00	\$6,190.30
W-16-36	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$6,170.00	\$6,355.10
W-16-37	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$8,740.00	\$9,002.20
W-16-38	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$9,620.00	\$9,908.60
W-16-39	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$9,760.00	\$10,052.80
W-16-40	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$9,890.00	\$10,186.70
W-16-41	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$10,400.00	\$10,712.00
W-16-42	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$10,580.00	\$10,897.40
W-16-43	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$17,270.00	\$17,788.10
W-16-44	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$16,780.00	\$17,283.40
W-16-45	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$18,060.00	\$18,601.80
W-16-46	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	\$18,130.00	\$18,673.90
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	\$1,180.00	\$1,215.40
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	\$1,200.00	\$1,236.00
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	\$1,230.00	\$1,266.90
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	\$1,240.00	\$1,277.20

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	\$1,350.00	\$1,390.50
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	\$1,335.00	\$1,375.05
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	\$1,400.00	\$1,442.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	\$1,370.00	\$1,411.10
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00	\$17.51
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00	\$35.02
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00	\$45.32
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00	\$66.95
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00	\$90.64
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00	\$123.60
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00	\$164.80
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00	\$195.70
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00	\$262.65
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	\$20.00	\$20.60
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	\$38.00	\$39.14
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	\$54.00	\$55.62
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	\$83.00	\$85.49
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	\$116.00	\$119.48
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	\$160.00	\$164.80
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	\$270.00	\$278.10
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	\$2,340.00	\$2,410.20
W-20-1	ADJUST EXISTING VALVE BOX	EA	\$540.00	\$556.20
W-20-2	ADJUST EXISTING METER BOX	EA	\$375.00	\$386.25
W-21-1	TEMPORARY JUMPER CONNECTION	EA	\$2,445.00	\$2,518.35
W-22-2	ABANDON WATER SERVICE	EA	\$430.00	\$442.90
W-22-3	ABANDON WATER MAIN	LS	\$2,860.00	\$2,945.80
SANITARY SEWER CONSTRUCTION (012200-42)				
S-01-1	6" PVC, 0' - 6'	LF	\$38.00	\$39.14
S-01-2	6" PVC, 6' - 12'	LF	\$45.00	\$46.35
S-01-3	6" PVC, 12' - 18'	LF	\$79.00	\$81.37
S-01-4	6" PVC, 18 - 24'	LF	\$158.00	\$162.74
S-01-5	8" PVC, 0' - 6'	LF	\$49.00	\$50.47
S-01-6	8" PVC, 6' - 12'	LF	\$55.00	\$56.65
S-01-7	8" PVC, 12' - 18'	LF	\$89.00	\$91.67

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-01-8	8" PVC, 18' - 24'	LF	\$168.00	\$173.04
S-01-9	10" PVC, 0' - 6'	LF	\$59.00	\$60.77
S-01-10	10" PVC, 6' - 12'	LF	\$66.00	\$67.98
S-01-11	10" PVC, 12' - 18'	LF	\$102.00	\$105.06
S-01-12	10" PVC, 18' - 24'	LF	\$185.00	\$190.55
S-01-13	12" PVC, 0' - 6'	LF	\$73.00	\$75.19
S-01-14	12" PVC, 6' - 12'	LF	\$80.00	\$82.40
S-01-15	12" PVC, 12' - 18'	LF	\$118.00	\$121.54
S-01-16	12" PVC, 18' - 24'	LF	\$205.00	\$211.15
S-02-1	SEWER MANHOLE W/EPOXY, 0' - 6'	EA	\$3,975.00	\$5,035.00
S-02-2	SEWER MANHOLE W/EPOXY, 6' - 12'	EA	\$5,300.00	\$6,678.00
S-02-3	SEWER MANHOLE W/EPOXY, 12' - 18'	EA	\$9,025.00	\$11,198.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' - 24'	EA	\$14,275.00	\$16,395.00
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' - 6'	EA	\$8,675.00	\$9,735.00
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' - 12'	EA	\$10,225.00	\$12,345.00
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' - 18'	EA	\$16,075.00	\$20,368.00
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' - 24'	EA	\$21,325.00	\$26,625.00
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' - 6'	EA	\$4,800.00	\$5,860.00
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' - 12'	EA	\$6,125.00	\$7,503.00
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' - 18'	EA	\$9,950.00	\$12,123.00
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' - 24'	EA	\$15,200.00	\$17,320.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' - 6'	EA	\$9,525.00	\$10,585.00
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER , 6' - 12'	EA	\$11,075.00	\$13,195.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' - 18'	EA	\$17,025.00	\$21,318.00
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' - 24'	EA	\$22,275.00	\$27,575.00
S-02-17	CONFLICT MANHOLE, 0' - 6'	EA	\$5,650.00	\$6,710.00
S-02-18	CONFLICT MANHOLE, 6' - 12'	EA	\$6,975.00	\$8,353.00
S-02-19	CONFLICT MANHOLE, 12' - 18'	EA	\$10,900.00	\$13,073.00
S-02-20	CONFLICT MANHOLE, 18' - 24'	EA	\$16,150.00	\$18,270.00
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' - 6'	EA	\$4,800.00	\$5,860.00
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' - 12'	EA	\$6,350.00	\$7,728.00
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' - 18'	EA	\$10,900.00	\$13,073.00
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	\$975.00	\$1,004.25

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-02-25	CORE & CONNECT TO EXISTING MANHOLE 4" - 12"	EA	\$2,500.00	\$2,575.00
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	\$1,650.00	\$1,699.50
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	\$2,990.00	\$3,079.70
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER,	EA	\$810.00	\$834.30
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER,	EA	\$810.00	\$834.30
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	\$810.00	\$834.30
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' - 6'	EA	\$2,325.00	\$2,394.75
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' - 12'	EA	\$3,800.00	\$3,914.00
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' - 18'	EA	\$5,700.00	\$5,871.00
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' - 24'	EA	\$7,600.00	\$7,828.00
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$2,625.00	\$2,703.75
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,150.00	\$4,274.50
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,100.00	\$6,283.00
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$8,050.00	\$8,291.50
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$3,100.00	\$3,193.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,675.00	\$4,815.25
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,675.00	\$6,875.25
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$8,675.00	\$8,935.25
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$3,650.00	\$3,759.50
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$5,725.00	\$5,896.75
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$7,375.00	\$7,596.25
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' - 24'	EA	\$9,450.00	\$9,733.50
S-07	RESURFACE EXISTING MANHOLES	VFT	\$545.00	\$561.35
S-09-1	6" 2-WAY CLEANOUT, 0' - 6'	EA	\$615.00	\$633.45
S-09-2	6" 2-WAY CLEANOUT, 6' - 12'	EA	\$870.00	\$896.10
S-09-3	6" 2-WAY CLEANOUT, 12' - 18'	EA	\$1,310.00	\$1,349.30
S-09-4	8" 2-WAY CLEANOUT, 0' - 6'	EA	\$1,105.00	\$1,138.15
S-09-5	8" 2-WAY CLEANOUT, 6' - 12'	EA	\$1,355.00	\$1,395.65
S-09-6	8" 2-WAY CLEANOUT, 12' - 18'	EA	\$1,795.00	\$1,848.85
S-10-1	8" X 6" PVC WYE & BEND	EA	\$210.00	\$216.30
S-10-2	10" X 6" PVC WYE & BEND	EA	\$375.00	\$386.25
S-10-3	12" X 6" PVC WYE & BEND	EA	\$490.00	\$504.70
S-11	6" PVC SEWER SERVICE	LF	\$38.00	\$39.14

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-12	TELEVISION INSPECTION – SEWER MAIN EXPORATION (OTHER PURPOSES THAN ITEMS B1 - F16)	LF	\$2.50	\$2.58
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	\$1,920.00	\$1,977.60
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	\$2,755.00	\$2,837.65
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	\$4,425.00	\$4,557.75
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	\$2,095.00	\$2,157.85
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	\$2,935.00	\$3,023.05
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	\$4,605.00	\$4,743.15
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	\$8,785.00	\$9,048.55
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	\$2,400.00	\$2,472.00
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	\$3,235.00	\$3,332.05
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	\$4,905.00	\$5,052.15
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	\$9,085.00	\$9,357.55
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	\$3,555.00	\$3,661.65
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	\$5,225.00	\$5,381.75
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	\$6,900.00	\$7,107.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	\$10,245.00	\$10,552.35
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	\$7,955.00	\$8,193.65
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	\$8,165.00	\$8,409.95
S-16-3	BYPASS PUMPING, 500 – 750 GPM	DAY	\$14,835.00	\$15,280.05
S-16-4	BYPASS PUMPING, 750 – 1,000 GPM	DAY	\$15,670.00	\$16,140.10
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	\$1,165.00	\$1,199.95
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	\$1,180.00	\$1,215.40
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	\$1,195.00	\$1,230.85
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	\$1,215.00	\$1,251.45
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	\$1,230.00	\$1,266.90
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	\$1,270.00	\$1,308.10
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00	\$17.51
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00	\$35.02
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00	\$45.32
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00	\$66.95
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00	\$90.64
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00	\$123.60
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00	\$164.80

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00	\$195.70
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00	\$262.65
S-19-1	ABANDON SANITARY SEWER MAIN	LS	\$2,630.00	\$2,708.90
S-19-2	ABANDON AND REMOVE SANITARY SEWER MANHOLE	EA	\$1,675.00	\$1,725.25
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	\$2,860.00	\$2,945.80
S-19-4	FORCE MAIN GROUTING	CY	\$301.00	\$310.03
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$490.00	\$504.70
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$525.00	\$540.75
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$625.00	\$643.75
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$725.00	\$746.75
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$835.00	\$860.05
S-22-1	2" PVC FORCE MAIN	LF	\$18.00	\$18.54
S-22-2	4" PVC FORCE MAIN	LF	\$25.00	\$25.75
S-22-3	6" PVC FORCE MAIN	LF	\$33.00	\$33.99
S-22-4	8" PVC FORCE MAIN	LF	\$45.00	\$46.35
S-22-5	10" PVC FORCE MAIN	LF	\$64.00	\$65.92
S-22-6	12" PVC FORCE MAIN	LF	\$85.00	\$87.55
S-22-7	16" PVC FORCE MAIN	LF	\$145.00	\$149.35
S-22-8	18" PVC FORCE MAIN	LF	\$177.00	\$182.31
S-22-9	24" PVC FORCE MAIN	LF	\$300.00	\$309.00
S-22-10	4" DIP FORCE MAIN	LF	\$89.00	\$91.67
S-22-11	6" DIP FORCE MAIN	LF	\$74.00	\$76.22
S-22-12	8" DIP FORCE MAIN	LF	\$91.00	\$93.73
S-22-13	12" DIP FORCE MAIN	LF	\$135.00	\$139.05
S-22-14	16" DIP FORCE MAIN	LF	\$182.00	\$187.46
S-22-15	18" DIP FORCE MAIN	LF	\$211.00	\$217.33
S-22-16	24" DIP FORCE MAIN	LF	\$290.00	\$298.70
S-22-17	30" DIP FORCE MAIN	LF	\$480.00	\$494.40
S-23-1	2" PVC SCH 80 FITTINGS	EA	\$29.00	\$29.87
S-23-2	DIP MJ FITTINGS, 4"	EA	\$585.00	\$602.55
S-23-3	DIP MJ FITTINGS, 6"	EA	\$830.00	\$854.90
S-23-4	DIP MJ FITTINGS, 8"	EA	\$1,080.00	\$1,112.40
S-23-5	DIP MJ FITTINGS, 10"	EA	\$1,540.00	\$1,586.20

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
S-23-6	DIP MJ FITTINGS, 12"	EA	\$1,830.00	\$1,884.90
S-23-7	DIP MJ FITTINGS, 16"	EA	\$3,290.00	\$3,388.70
S-23-8	DIP MJ FITTINGS, 18"	EA	\$4,675.00	\$4,815.25
S-23-9	DIP MJ FITTINGS, 24"	EA	\$9,070.00	\$9,342.10
S-23-10	DIP MJ FITTINGS, 30"	EA	\$15,365.00	\$15,825.95
S-25-1	4" PLUG VALVE & VALVE BOX	EA	\$1,740.00	\$1,792.20
S-25-2	6" PLUG VALVE & VALVE BOX	EA	\$2,140.00	\$2,204.20
S-25-3	8" PLUG VALVE & VALVE BOX	EA	\$2,855.00	\$2,940.65
S-25-4	10" PLUG VALVE & VALVE BOX	EA	\$3,700.00	\$3,811.00
S-25-5	12" PLUG VALVE & VALVE BOX	EA	\$4,530.00	\$4,665.90
S-25-6	16" PLUG VALVE & VALVE BOX	EA	\$9,925.00	\$10,222.75
S-25-7	18" PLUG VALVE & VALVE BOX	EA	\$12,235.00	\$12,602.05
S-25-8	24" PLUG VALVE & VALVE BOX	EA	\$21,805.00	\$22,459.15
S-25-9	4" FLANGED PLUG VALVE	EA	\$1,065.00	\$1,096.95
S-25-10	6" FLANGED PLUG VALVE	EA	\$1,535.00	\$1,581.05
S-25-11	8" FLANGED PLUG VALVE	EA	\$2,115.00	\$2,178.45
S-25-12	10" FLANGED PLUG VALVE	EA	\$3,395.00	\$3,496.85
S-25-13	12" FLANGED PLUG VALVE	EA	\$4,215.00	\$4,341.45
S-25-14	4" FLANGED CHECK VALVE	EA	\$1,290.00	\$1,328.70
S-25-15	6" FLANGED CHECK VALVE	EA	\$2,010.00	\$2,070.30
S-25-16	8" FLANGED CHECK VALVE	EA	\$3,165.00	\$3,259.95
S-25-17	10" FLANGED CHECK VALVE	EA	\$4,555.00	\$4,691.65
S-25-18	12" FLANGED CHECK VALVE	EA	\$6,440.00	\$6,633.20
S-27-1	AIR RELEASE VALVE ASSEMBLY – INSIDE VAULT BELOW GROUND	EA	\$16,775.00	\$17,278.25
S-27-2	AIR RELEASE VALVE ASSEMBLY – ABOVE GROUND	EA	\$7,775.00	\$8,008.25
S-27-3	AIR-RELEASE-VALVE-ASSEMBLY – TYPE C	EA	\$0.00	\$0.00
S-28	SEWAGE TANKER PUMPING	HR	\$330.00	\$339.90
RECLAIMED WATER CONSTRUCTION (012200-52)				
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	\$18.00	\$18.54
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	\$25.00	\$25.75
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	\$33.00	\$33.99
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	\$45.00	\$46.35
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	\$85.00	\$87.55

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	\$145.00	\$149.35
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	\$177.00	\$182.31
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	\$64.00	\$65.92
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	\$50.00	\$51.50
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	\$61.00	\$62.83
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	\$94.00	\$96.82
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	\$130.00	\$133.90
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	\$148.00	\$152.44
R-03-1	2" PVC SCH 80 FITTINGS	EA	\$28.00	\$28.84
R-03-2	DIP MJ FITTINGS, 4"	EA	\$355.00	\$365.65
R-03-3	DIP MJ FITTINGS, 6"	EA	\$505.00	\$520.15
R-03-4	DIP MJ FITTINGS, 8"	EA	\$635.00	\$654.05
R-03-5	DIP MJ FITTINGS, 10"	EA	\$880.00	\$906.40
R-03-6	DIP MJ FITTINGS, 12"	EA	\$1,050.00	\$1,081.50
R-03-7	DIP MJ FITTINGS, 14"	EA	\$1,595.00	\$1,642.85
R-03-8	DIP MJ FITTINGS, 16"	EA	\$2,125.00	\$2,188.75
R-03-9	DIP MJ FITTINGS, 18"	EA	\$2,700.00	\$2,781.00
R-03-10	DIP MJ CROSS 4"	EA	\$690.00	\$710.70
R-03-11	DIP MJ CROSS 6"	EA	\$890.00	\$916.70
R-03-12	DIP MJ CROSS 8"	EA	\$1,045.00	\$1,076.35
R-03-13	DIP MJ CROSS 10"	EA	\$1,535.00	\$1,581.05
R-03-14	DIP MJ CROSS 12"	EA	\$2,020.00	\$2,080.60
R-03-15	DIP MJ CROSS 14"	EA	\$3,235.00	\$3,332.05
R-03-16	DIP MJ CROSS 16"	EA	\$4,690.00	\$4,830.70
R-03-17	DIP MJ CROSS 18"	EA	\$5,800.00	\$5,974.00
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,020.00	\$1,050.60
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,365.00	\$1,405.95
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,660.00	\$1,709.80
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$2,270.00	\$2,338.10
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$3,240.00	\$3,337.20
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$2,920.00	\$3,007.60
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$5,015.00	\$5,165.45
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$6,145.00	\$6,329.35

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$10,990.00	\$11,319.70
R-14-1	1" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	\$610.00	\$628.30
R-14-2	1" SINGLE RECLAIMED WATER SERVICE – LONG	EA	\$1,035.00	\$1,066.05
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$890.00	\$916.70
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$1,280.00	\$1,318.40
R-14-5	2" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	\$2,920.00	\$3,007.60
R-14-6	2" SINGLE RECLAIMED WATER SERVICE – LONG	EA	\$3,470.00	\$3,574.10
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$3,990.00	\$4,109.70
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$4,570.00	\$4,707.10
R-16-1	2" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,310.00	\$1,349.30
R-16-2	2" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,500.00	\$1,545.00
R-16-3	8" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,370.00	\$4,501.10
R-16-4	8" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,475.00	\$4,609.25
R-16-5	12" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$8,750.00	\$9,012.50
R-16-6	16" TAP ON EXISTING 16" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$17,275.00	\$17,793.25
R-18-1	DIRECTIONAL BORE 2" PVC	LF	\$20.00	\$20.60
R-18-2	DIRECTIONAL BORE 4" PVC	LF	\$38.00	\$39.14
R-18-3	DIRECTIONAL BORE 6" PVC	LF	\$54.00	\$55.62
R-18-4	DIRECTIONAL BORE 8" PVC	LF	\$83.00	\$85.49
R-18-5	DIRECTIONAL BORE 10" PVC	LF	\$116.00	\$119.48
R-18-6	DIRECTIONAL BORE 12" PVC	LF	\$160.00	\$164.80
R-18-7	DIRECTIONAL BORE 16" PVC	LF	\$270.00	\$278.10
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	\$17.00	\$17.51
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	\$34.00	\$35.02
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	\$44.00	\$45.32
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	\$65.00	\$66.95
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	\$88.00	\$90.64
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	\$120.00	\$123.60
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	\$190.00	\$195.70
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	\$2,860.00	\$2,945.80
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES (CONSTRUCTION/MEN WORKING SIGNS & CONES)				
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES CHEMICAL GROUTING (EXHIBIT C)				
B1	TEST AND SEAL JOINTS, 8-INCH AND 10-INCH GRAVITY PIPE	EA	\$187.50	\$193.13

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
B2	TEST AND SEAL JOINTS, 12-INCH AND 15-INCH GRAVITY PIPE	EA	\$187.50	\$193.13
B3	TEST AND SEAL JOINTS, 18-INCH AND 21-INCH GRAVITY PIPE	EA	\$250.00	\$257.50
B4	WORK IN REAR-YARD EASEMENT - (ITEMS B1 THROUGH F16)	EA	\$493.75	\$508.56
B5	CHEMICAL GROUT FOR SEALING SEWER JOINTS	GAL	\$27.50	\$28.33
B6	CHEMICAL ROOT REMOVAL (8-INCH THROUGH 12-INCH)	LF	\$5.00	\$5.15
B7	CHEMICAL ROOT REMOVAL (15-INCH THROUGH 21-INCH)	LF	\$5.65	\$5.82
B8	GROUT/SEAL LATERAL CONNECTION 8 & 10 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$331.25	\$341.19
B9	GROUT/SEAL LATERAL CONNECTION 12 & 15 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$375.00	\$386.25
B10	GROUT/SEAL LATERAL CONNECTION 18 & 24 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$500.00	\$515.00
SECTIONAL AND LATERAL LINERS				
D1	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER	EA	\$4,226.25	\$4,353.04
D2	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$120.75	\$124.37
D3	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$8,193.75	\$8,439.56
D4	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$189.75	\$195.44
D5	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$10,120.00	\$10,423.60
D6	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (PER LINEAR FOOT BEYONE 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$247.25	\$254.67
D7	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$630.00	\$648.90
D8	FCLRL - CURED-IN-PLACE LATERAL LINER 6-INCH TO 10-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$4,887.50	\$5,034.13
D9	FCLRL - CURED-IN-PLACE LATERAL LINER 12-INCH TO 15-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$6,555.00	\$6,751.65
D10	FCLRL - CURED-IN-PLACE LATERAL LINER 18-INCH TO 21-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$7,894.75	\$8,131.59
D11	FCLRL - CURED-IN-PLACE LATERAL LINER 24-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$10,183.25	\$10,488.75
D13	FCLRL - CURED-IN-PLACE MH DROP LINER 8-INCH TO 15-INCH MAIN, 8-INCH TO 10- INCH MANHOLE DROP CONNECTION, UP TO 12 LINEAR FEET OF DROP (ALL DEPTHS)	EA	\$4,250.40	\$4,377.91
D14	LATERAL LINER 4 & 6-INCH PIPE, GREATER THAN 15 LINEAR FEET (ALL DEPTHS)	LF	\$109.25	\$112.53
D15	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (INCLUDES 15 FEET OF LATERAL)	EA	\$3,565.00	\$3,671.95
D16	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (PER LINEAR FOOT BEYOND 15 FEET OF LATERAL PIPE)	LF	\$109.25	\$112.53
D17	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 6- 10- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$3,967.50	\$4,086.53
D18	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 12- 21- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$6,583.75	\$6,781.26

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
D19	10- INCH MAIN WITH 4-INCH TO 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$3,967.50	\$4,086.53
D20	TO 21-INCH MAIN, 4-INCH & 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$6,583.75	\$6,781.26
D21	TRANSITIONAL LINER 6-INCH TO 4-INCH	EA	\$575.00	\$592.25
D22	COATING REMOVAL/SURFACE PREPARATION (ITEMS D17 - D20)	EA	\$327.75	\$337.58
D23	SEWER LATERAL TV INSPECTION FROM MAIN WITH PAN & TILT CAMERA (UP TO 30 FEET)	EA	\$408.25	\$420.50
D24	SEWER LATERAL TV INSPECTION FROM MAIN with PAN & TILT CAMERA (BEYOND 30 FEET)	LF	\$9.20	\$9.48
D25	SEWER LATERAL TV INSPECTION FROM CLEANOUT (UP TO 30 FEET)	EA	\$327.75	\$337.58
D26	SEWER LATERAL TV INSPECTION FROM CLEANOUT (BEYOND 30 FEET)	LF	\$9.20	\$9.48
D27	LATERAL PIPE GROUTING TO FACILITATE PROPER LATERAL LINER INSTALLATION	EA	\$2,587.50	\$2,665.13
D28	LATERAL PIPE TESTING (10% OF INSTALLATIONS)	EA	\$517.50	\$533.03
CIP MAINLINE PIPE LINING				
E1	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$138.00	\$142.14
E2	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$138.00	\$142.14
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$270.00	\$278.10
E4	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$270.00	\$278.10
E5	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$286.00	\$294.58
E6	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$286.00	\$294.58
E7	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$360.00	\$370.80
E8	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$360.00	\$370.80
FORM AND FORM PIPE LINING				
F1	INSTALL FOLD AND FORM LINER, 8-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$35.00	\$36.05
F2	INSTALL FOLD AND FORM LINER, 10-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$45.00	\$46.35
F3	INSTALL FOLD AND FORM LINER, 12-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$50.00	\$51.50
F4	INSTALL FOLD AND FORM LINER, 15-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$105.00	\$108.15
F5	SEWER MAIN CLEANING AND TV INSPECTION (8-INCH THROUGH 12-INCH)	LF	\$2.35	\$2.42
F6	SEWER MAIN CLEANING AND TV INSPECTION (15-INCH THROUGH 21-INCH)	LF	\$3.10	\$3.19
F7	SEWER MAIN CLEANING AND TV INSPECTION (21-INCH THROUGH 24-INCH)	LF	\$5.60	\$5.77
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$495.00	\$509.85
F9	MECHANICAL ROOT OR GREASE REMOVAL (12-INCH AND SMALLER)	LF	\$4.15	\$4.27
F10	MECHANICAL ROOT OR GREASE REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$8.15	\$8.39
F11	MECHANICAL TUBERCULATION REMOVAL (12-INCH OR SMALLER)	LF	\$22.50	\$23.18

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	3% Increase
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$31.25	\$32.19
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	\$331.25	\$341.19
F14	BYPASS PUMPING (6-INCH AND 10-INCH SEWER)	DAY	\$1,875.00	\$1,931.25
F15	BYPASS PUMPING (12-INCH AND 15-INCH SEWER)	DAY	\$10,625.00	\$10,943.75
F16	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	DAY	\$18,125.00	\$18,668.75

Certificate Of Completion

Envelope Id: FB70C0D9-B667-4E2E-8546-06945FD5E048

Status: Completed

Subject: Third Amendment to Agreement for Water Resources Improvement Program Projects (CIP/220762)

Source Envelope:

Document Pages: 22

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

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City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

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Location: DocuSign

1/9/2025 8:43:37 AM

pullrich@ocalafl.gov

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Location: DocuSign

Signer Events

Signature

Timestamp

Charles Bell

charles.bell@millerpipeline.com

Engineering Manager

Miller Pipeline, LLC.

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Accepted: 1/9/2025 9:20:41 AM

ID: 6468e208-c0e3-42ca-80d4-c8c326424c65

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

B07DCFC4E86E429...

Sent: 1/9/2025 9:22:27 AM

Viewed: 1/10/2025 11:55:35 AM

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Kristen Dreyer

kdreyer@ocalafl.gov

Council President Pro-Tem

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

382728BFAF374FC...

Sent: 1/10/2025 11:55:46 AM

Viewed: 1/15/2025 1:52:51 PM

Signed: 1/15/2025 1:53:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.54.247

Signed using mobile

Electronic Record and Signature Disclosure:

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Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

8DB3574C28E54A5...

Sent: 1/15/2025 1:53:06 PM

Viewed: 1/15/2025 3:57:39 PM

Signed: 1/15/2025 3:57:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 1/15/2025 3:57:39 PM

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2025 8:50:26 AM
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Signing Complete	Security Checked	1/15/2025 3:57:51 PM
Completed	Security Checked	1/15/2025 3:57:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



Truist Bank
1200 Riverplace Blvd, Floor 5
Jacksonville, FL 32207
Office: 904.361.5207
Cell: 904.885.2384
brian.gibson2@truist.com

Brian T. Gibson
Senior Vice President

September 4, 2025

Peter Brill, CGFO, MBA
Director of Finance
City of Ocala
201 SE 3rd Street
Ocala, FL 34471

RE: Modification and Extension of Agreement for Banking Services (FIN 200254) between City of Ocala ("City") and Truist Bank ("Truist") dated September 14, 2021

Dear Mr. Brill:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Pursuant to the terms of the Agreement for Banking Services noted above, Truist Bank ("Truist") is pleased to offer the City of Ocala ("City") an extension of the Agreement for Banking Services to commence June 2026 for a forty-eight (48) month term through May 2030. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please reference the full RFP response or contact your Relationship Manager or Treasury Consultant.

Proforma XXXXX will apply to all Public Fund Analyzed Interest Checking accounts within:

- Group Number *4475: Combined Public Fund Analyzed Checking

Earnings Credit Rate (ECR):

The ECR under this extension period does not begin until June 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 80 basis points. The ECR will be applied to all accounts under Group number *4475. The ECR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Interest Rate (IR):

The IR under this extension period does not begin until June 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 270 basis points. The IR will be applied to all accounts under Group number *4475. The IR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.



Truist Bank
1200 Riverplace Blvd, Floor 5
Jacksonville, FL 32207
Office: 904.361.5207
Cell: 904.885.2384
brian.gibson2@truist.com

Brian T. Gibson
Senior Vice President

Supplies Credit:

Truist offers the City up to \$3,000 in total for this extension period to be used for supplies, including Remote Deposit Capture machines for check scanning purposes.

Cashing of payroll checks:

Truist offers the City free cashing of City employees' payroll checks for the term of this extension period.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Sincerely,

Brian T. Gibson

Approval of City of Ocala

City Council President

Date

Attest:

Approved as to form and legality:

City Clerk

Signed by:
William E. Sreten, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 664240C0-DA91-48A1-BCE5-9B4BFF056B8E	Status: Completed
Subject: SIGNATURE - Second Amendment-Extension of Agreement for Banking Services (FIN/200254)	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
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	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

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Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Accepted: 9/15/2023 9:02:35 AM
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 9:59:46 AM
Certified Delivered	Security Checked	10/2/2025 11:44:53 AM
Signing Complete	Security Checked	10/2/2025 11:45:22 AM
Completed	Security Checked	10/2/2025 11:45:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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