



CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2

THIS CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2 (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALL WEBBS ENTERPRISES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2418764) ("Contractor").

RECITALS:

WHEREAS, on January 22, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2, ITB No.: ENG/250268 (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 All Webbs Enterprises, Inc. was found to be the lowest; and

WHEREAS, All Webbs Enterprises, Inc. was chosen as the intended awardee to provide construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2 (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; and

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 quote 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:

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|------------|--|
| Exhibit A: | Scope of Work (A-1 through A-10) |
| Exhibit B: | Plan Set (B-1 through B-6) |
| Exhibit C: | Floridan APT Well Locations (C-1 through C-2) |
| Exhibit D: | Water Well Permitting & Construction Requirements (D-1 through D-13) |
| Exhibit E: | Grant Clauses (E-1 through E-8) |
| Exhibit F: | Price Proposal (F-1 through F-2) |
| Exhibit G: | Executed Cost-Share Grant Agreement (G-1 through G-31) |
| Exhibit H: | Monitoring Well Depths (H-1) |



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 E, then (2) Exhibit A then (3) Exhibit D, then (4) Exhibit F, then (5) Exhibit B, then (6) Exhibit C, then (7) Exhibit G, then (8) Exhibit H.

- B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

- i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:

www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):

<https://www.fdot.gov/design/standardplans/sprbc.shtm>

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:

<https://www.fdot.gov/traffic/traffic services/mutcd.shtm>

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

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. Contractor must perform a minimum of **FIFTY PERCENT (50%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit F – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
 - 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. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department, Attn: Jimmy Lopez**, Address: **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: jlopez@ocalafl.gov.
- 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. **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. **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.



- I. **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. **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. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
 - B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED EIGHTY (180) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion.**
 - 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, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.
 - E. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
 - F. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.
 - G. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within **two (2) hours** notification of any work deemed "Emergency" (this includes all storm related emergencies). If the work is not completed or staff is not on site by Contract timelines the Contract will be considered in default.
 - H. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the Contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor.



- I. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the Contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.
 - J. 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.
 - K. 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.
6. **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 under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$1,685)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. 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)** 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.
7. **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.
 8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final 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.
 9. **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 **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** as security for the faithful performance of the work as required and set forth in the Contract Documents 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.
 10. **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.

11. **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 City Project Manager.

- A. The City 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 City 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 City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City 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.

12. **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; (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 City 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.
13. **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. 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; 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.
14. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **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.

16. **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.

17. **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 this Agreement 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, including, but not limited to 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.
18. **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.
19. **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.
20. **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.



21. **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.
22. **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.
23. **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. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. 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.
 - C. 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.
25. **ADDITIONAL INSURANCE REQUIREMENTS.**
- 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 to include any loss not covered because of the operation of such deductible, co-insurance penalty, 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.gov.** 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 an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- 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.gov.
- 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.



27. **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.

28. **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 its 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.

29. **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.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.

- A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the



Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

- B. The City Engineer/City Project Manager shall 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.
 - C. 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 6G17 of the Florida Administrative Code.
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 City 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.gov; 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.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
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, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
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:

All Webbs Enterprises, Inc.
 Attention: David Webb Jr. Vice President
 309 Commerce Way
 Jupiter, Florida 33458
 Phone: 561-746-2079
 E-mail: davidwebbjr@allwebbs.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.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: wsexton@ocalafl.gov

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.

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



CONTRACT# ENG/250268

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/22/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
80B3574C2B55443...
Angel B. Jacobs
City Clerk

Signed by:
Kristen Dreyer
3827288FAF314FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

ALL WEBBS ENTERPRISES, INC.

Signed by:
William E. Sexton, Esq.
B07DCFC4E86E429...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

DocuSigned by:
David Webb Jr.
AAB0B8E10BFD943D...
(Signature)

By: David Webb Jr.
(Printed Name)

Title: Vp
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****BACKGROUND**

1. Contractor shall provide water well drilling services supporting the Water Resources & Engineering department. This project consists of drilling two Upper Floridan Aquifer (UFA) Wells #11 & #12 at Water Treatment Plant #2 located at **3744 S Pine Ave, Ocala, FL**. The construction scope and limits are as shown on the plan set in **Exhibit B –Plan Set**.
2. Alternate pricing will be provided for the abandonment of **eight (8)** monitoring wells and the modification of existing Well # 7 to extend casing a minimum of **three (3)** feet above finished grade - re-install slab/datum and bollards. Construction scope and limits are as shown in **Exhibit C – Floridan APT Well Locations**.
3. Contractor shall be responsible for providing all materials, labor, and equipment (in good working condition) to complete the drilling, casings installation, concrete pouring, and testing.

CONTRACTOR RESPONSIBILITIES

1. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
2. The Contractor and all subcontractors shall be required to conform to the labor standards and employment requirements set forth in the Contract Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
3. 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.
4. If work to be done has no line-item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.
5. The Contractor, at their own expense, must obtain any commercial licenses the Contractor needs, i.e., a county occupational license or transportation permits required by the Department of Transportation.
6. If, in the opinion of the City's Engineer or their representative, the Contractor's equipment is not capable of satisfactorily performing the work provided for in these specifications, the Contractor shall substitute equipment subject to City approval.
7. Contractor shall provide casing of the type(s), thickness and diameter(s) specified herein. All casing shall be standard wall, new, first quality material and free of defects in workmanship and handling.
8. All steel casing **must be American made** and must conform to API Standard 5L, Grade B, ASTM A53, Grade B or better. Casing supplied as plain end pipe shall be provided with ends perfectly squared and beveled for V-notch welding.
9. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on the date of the final acceptance of the work and upon payment of same. The materials and work performed shall be warranted to be free from defects in workmanship and design. Any materials or work that fail during the warranty period shall be replaced and restored to service at no expense to the City.
10. The price for mobilization/demobilization shall include all labor and materials required to prepare site, stabilize, and erect rig and provide for support equipment. The price shall include all labor and materials required to rig down and remove all equipment and materials from the site. This price shall also include the cost for transportation to the site and other costs, including site clean-up, directly related to mobilization/demobilization, but not specifically named herein.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

11. During construction of the well, all necessary precautions shall be taken to prevent contaminated water, other contaminants, foreign matter, or water having undesirable physical or chemical characteristics from entering the wells under construction. Contractor shall also provide for the effective control of water being discharged from the wells during drilling, testing and non-drilling times. The Contractor shall be responsible for constructing any necessary discharge baffles, silt barriers, spreading plates, or impoundments to discharge water in accordance with all applicable permits, rules, and regulations.
12. In the event that the wells become contaminated or that water having undesirable physical or chemical characteristics enters the well because of the neglect of the Contractor, the Contractor shall perform such work or supply such casings, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the undesirable water, at no additional cost to the City.
13. Contractor shall supply any and all materials, mobilization, surveying, labor and equipment needed to complete the project as described in **Exhibit B-Plan set**.
14. Contractor shall supply/provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies. Contractor shall not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
15. Contractor shall be responsible for reviewing, acknowledging, and pricing accordingly in bid "ALL NOTES TO CONTRACTOR" on **Exhibit B-Plan set**.

PERMIT REQUIREMENTS

1. **Permits Required:** A well construction permit is required from the Marion County Health Department. A Well Completion Report will need to be submitted to the Marion County Health Department for well. The Contractor shall comply with all District and local permitting requirements. The Contractor shall be required to provide a Well Completion Report, as required by 40C-3, FAC, to the City's Project Manager.
2. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
 - Drilling of 24", 34" & 40" Holes, as specified on the Plan Set.
 - Installation of 24" & 34" Steel Casings, as specified on the Plan Set.
 - Caliper Logging before casing installations.
 - Installation of Concrete Grouting.
 - Concrete Cavity Filling, as needed.
 - Dredging.
 - Well Flow Test.
 - Geophysical Logging and Bacteria Test.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

- Well abandonment.
 - Light site clearing
2. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City Project Manager before payment for such work.

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 to:

1. Plan Set for the project attached as **Exhibit B**.
2. Floridan APT Well Locations attached as **Exhibit C**.
3. Florida Rules Chapter 62-532 Water Well Permitting and Construction Requirements as **Exhibit D**.
City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:
<https://www.ocalafl.gov/home/showpublisheddocument/24606/638405851437470000>
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. **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.

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, 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.
3. The 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.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 & Class 3 apparel (safety vest or equivalent).
5. The Contractor's employees shall 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.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

6. 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.
7. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - B. Access to City buildings and facilities to perform the work.
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.

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, signed and sealed as-builts 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 shall be 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.

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.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

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 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 shall be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 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.

EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **50%** of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be 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 before the roadway can be opened to traffic every morning.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****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 will 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. 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 Owner.
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.

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.

SAFETY

1. The Contractor shall be solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and 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. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. 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.

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 make an inspection 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 make an inspection 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.
 - B. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - C. 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.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

5. **Final Application for Payment:** 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 hard copy signed and sealed "As Built" by a professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).



Addendum # 1

Date: February 13, 2025
To: All bidders
From: Eileen Marquez, Senior Buyer
Solicitation Number: ITB# ENG/250268
Solicitation Title: Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

SECTION 1. QUESTIONS AND ANSWERS

1.1 **QUESTION:** Can the trees be trimmed by the contractor if needed?

ANSWER: Trees can be trimmed if needed at no additional cost to the City.

1.2 **QUESTION:** Can the contractor let the well water run?

ANSWER: Water goes on top of the well. Well water is allowed to run as long is not mud water.

1.3 **QUESTION:** Is the City providing electricity for this project?

ANSWER: The contractor is responsible for bringing his electricity.

1.4 **QUESTION:** What is the timeline for this project?

ANSWER: The scope of work calls out construction time for this project is 180 calendar days.

Exhibit A - SCOPE OF WORK**CONTRACT# ENG/250268****1.5 QUESTION: How deep are the wells?****ANSWER:**

| Well ID | Use | Total Depth (feet bls) | Casing Depth (feet bls) | Casing Diameter (inches) |
|-----------|------------|---------------------------|----------------------------|-----------------------------|
| TW-1 | Pumping | 1,277 | 810 | 24 |
| UFA MW-1 | Monitoring | 220 | 170 | 4 |
| MCU MW-1a | Monitoring | 450 | 400 | 6 |
| MCU MW-1b | Monitoring | 650 | 600 | 6 |
| LFA MW-1 | Monitoring | 1,292 | 1,070 | 6 |
| UFA MW-2 | Monitoring | 220 | 170 | 4 |
| MCU MW-2a | Monitoring | 370 | 320 | 6 |
| MCU MW-2b | Monitoring | 650 | 600 | 6 |
| LFA MW-2 | Monitoring | 1,242 | 790 | 6 |

SECTION 2. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 2.1 Be cautious of noise and language. There is a subdivision nearby. If any issues arise, the contractor shall immediately contact the City Project Manager for this project.**
- 2.2 The contractor will be ready to sign an NTP within 90 calendar days from the date the City Council approves the bid. Scope of work states that the "contractor must be able to mobilize and begin construction no later than 7 working days from notification."**

CONTRACT PLANS

ITB NO. 250268

WTP #2 - UPPER
AQUIFER WELLS #11 & #12

100% PLANS
FOR CONSTRUCTION
DATE: 2/5/25



CITY ENGINEER'S OFFICE

1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

LOCAL UTILITIES

| UTILITY COMPANY | PHONE NUMBER | EMERGENCY |
|------------------------------|----------------|-----------------------------------|
| OCALA PUBLIC WORKS (TRAFFIC) | (352) 351-6733 | |
| OCALA ELECTRIC UTILITY | (352) 351-6650 | (352) 351-6666 (LEAVE MESSAGE) |
| OCALA WATER RESOURCES | (352) 351-6772 | (352) 351-6775 |
| COX COMMUNICATIONS | (888) 269-9693 | |
| CENTURYLINK | (352) 368-8817 | |
| TECO GAS | (352) 622-0112 | (352) 622-0111 |

GOVERNING DOCUMENTS:
U.S. Department of Transportation, Manual on Uniform Traffic Control
Devices (2009 Version with Revisions)
Florida Department of Transportation, Standard Plans for Road and Bridge
Construction (REV 2012-2013 Variations)



B - 2

| | |
|--|--|
| <div><div>GENERAL NOTES:</div><div><div>1.</div><div>ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE".</div></div><div><div>2.</div><div>ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.</div></div><div><div>3.</div><div>NEW WATER MAIN TO BE INSTALLED AT 36" DEEP (MIN.) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS.—SEE ALSO NOTES 14 AND 15 BELOW.</div></div><div><div>4.</div><div>ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.</div></div><div><div>5.</div><div>EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CONTROL MEASURES SHALL BE PLACED ACCORDINGLY TO ACCOMMODATE THIS PROCESS.</div></div><div><div>6.</div><div>INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP)</div></div><div><div>7.</div><div>THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STD AND INDEXES) INDEXES #102-600 THROUGH #102-660; LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.</div></div><div><div>8.</div><div>UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UNREASONABLY DELAYED.</div></div><div><div>9.</div><div>CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC ISLANDS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION.</div></div><div><div>10.</div><div>THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.</div></div><div><div>11.</div><div>THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION. THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.</div></div><div><div>12.</div><div>THE CONTRACTOR SHALL HAVE A STATE-OF-FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER IN CHARGE SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS EMPLOYEE ON A 24-HOUR BASIS.</div></div><div><div>13.</div><div>ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION.</div></div><div><div>14.</div><div>THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS.</div></div><div><div>15.</div><div>CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES.</div></div><div><div>16.</div><div>NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6 FEET AND PREFERABLY 10 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING GRAVITY SEWER. SEWER FORCE MAIN, OR RECLAIMED WATER MAINS, THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR NEW GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. IT IS PREFERABLE TO INSTALL THE WATER MAIN ABOVE OTHER PIPE LINES.</div></div><div><div>17.</div><div>AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE CROSSING PIPELINES, SO THAT WATER LINE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM TYPE RECLAIMED WATER-SEWER MAINS AND AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY SEWERS AND SEWER FORCE MAINS.</div></div><div><div>18.</div><div>WATER METER SERVICES MAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS.</div></div><div><div>19.</div><div>ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.</div></div><div><div>20.</div><div>TRAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE SLEEVES AND/OR EXISTING VALVES.</div></div><div><div>21.</div><div>IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED.</div></div><div><div>22.</div><div>WHERE WATER METERS ARE TO BE RELOCATED, THE COST OF MATERIAL AND LABOR TO RELOCATE THE METER BOX TO THE NEW LOCATION SHALL BE CONSIDERED PART OF THE RELOCATION COST AND SHALL INCLUDE METER RELOCATIONS WITHIN 20' OF THE ORIGINAL LOCATION. FOR RELOCATIONS MORE THAN 20' FROM THE OLD LOCATION, THE COST OF LABOR AND MATERIAL SHALL BE INCLUDED IN THE COST PER FOOT FOR EXTENDING CUSTOMER SERVICE TO RELOCATED METER.</div></div><div><div>23.</div><div>WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS NECESSARY TO REMOVE AND REPLACE THE METER BOX.</div></div><div><div>24.</div><div>WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS:</div></div><div><div>25.</div><div>FOR WATER VALVES—REMOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW. FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE CONTRACTOR SHALL CLOSE THE VALVE, REMOVE VALVE BOX, CUT AND CAP PIPES ON DOWNSIDE/UPSTREAM SIDE OF THE VALVE.</div></div><div><div>26.</div><div>FIRE HYDRANTS—REMOVE ALL FIRE HYDRANT ASSEMBLIES (FROM VALVE TO HYDRANT) ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND CAP FEE.</div></div><div><div>27.</div><div>WATER SERVICES—CLOSE SERVICE VALVE AT WATER MAIN. THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE. REMOVE ALL METER BOXES AND CAP ALL</div></div></div> | <div><div>ENVIRONMENTAL NOTES:</div><div><div>1.</div><div>THE CITY OF OCALA OPERATES UNDER A FDEP A ENVIRONMENTAL PRACTICES AND PROCEDURES 1</div></div><div><div>2.</div><div>ALL WATER COLLECTED AND PUMPED DURING TR SHALL BE A MINIMUM OF 75 FEET FROM THE NE</div></div><div><div>3.</div><div>STAKED SILT SCREEN, TURBIDITY BARRIERS OR PLACED IN LOCATIONS SHOWN ON THE PLANS A BARRIERS SHALL BE INSTALLED BEFORE COMME MONITOR AND MAINTAIN ALL SILT BARRIERS AND BARRIERS AND FENCING SHALL BE IMMEDIATELY STABILIZATION HAS BEEN ACHIEVED, SILT BAR) FINAL ACCEPTANCE.</div></div><div><div>4.</div><div>THE CONTRACTOR SHALL NOT REMOVE ANY TREE JURISDICTIONAL OR NATIVE VEGETATION AREAS RESTORATION AND/OR MITIGATION PLAN. SUBMIT ENGINEER, AND COMPLETING ANY MONITORING AI</div></div><div><div>5.</div><div>THE CONTRACTOR SHALL: HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS LAWS AND REGULATIONS, CITY ORDINANCES, OR</div></div><div><div>6.</div><div>DESIGNATE AN AREA FOR DISCHARGE OF SURPLI DESIGNATED AREA TO PREVENT RUNOFF BEYOND FINAL INSPECTION.</div></div><div><div>7.</div><div>STORE AND USE PETROLEUM AND OTHER HAZAR FOLLOW GOOD HOUSEKEEPING PRACTICES TO MI TO STORMWATER RUNOFF OR SEEPAGE INTO THE</div></div><div><div>9.</div><div>HAVE PRE-PREPARED PROCEDURES CLEARLY PO.</div></div><div><div>10.</div><div>HAVE <u>READILY AVAILABLE</u> REMEDIATION MATERI</div></div><div><div>11.</div><div>UPON RELEASE, IMMEDIATELY INITIATE RECOMM</div></div><div><div>12.</div><div>WITHIN 24-HOURS OF THE SPILL/RELEASE, NOT, EXCEEDING THE REPORTABLE QUANTITY.</div></div><div><div>EROSION CONTROL NOTES:</div><div><div>1.</div><div>THE CONTRACTOR SHALL PREVENT THE DISCHARGE SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAY.</div></div><div><div>2.</div><div>ALL STORM SEWER INLETS SHALL BE PROTECTE</div></div><div><div>3.</div><div>ALL DISTURBED AREAS ARE TO BE SODDED. ALL CONSTRUCTION ACTIVITIES HAVE TEMPORARILY COVER IS ACHIEVED AND, IN THE OPINION OF T SATISFACTORILY, TO SURVIVE ADVERSE WEATHE</div></div><div><div>4.</div><div>STAKED SILT FENCE SHALL BE PLACED IN ACCO</div></div><div><div>5.</div><div>THE CONTRACTOR WILL PROVIDE LITTER CONTROL HYDROCARBON, OR OTHER CHEMICAL CONTAINER THE MANUFACTURER.</div></div><div><div>6.</div><div>LOADED HAUL TRUCKS SHALL BE COVERED WITH CONSTRUCTION SHALL BE DAMPENED WITH WATER</div></div><div><div>7.</div><div>THE CONTRACTOR WILL ADHERE TO ALL STATE A</div></div><div><div>8.</div><div>THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SEDIMENT CONTROL DEVICES AFTER THE NOTICE WATER POLLUTION SHALL BE INCLUDED IN THE</div></div><div><div>9.</div><div>TOXIC SUBSTANCES SHALL BE DISPOSED OF BY</div></div><div><div>10.</div><div>THE FOLLOWING PRACTICES WILL BE USED TO MA A. ALL MEASURES WILL BE MAINTAINED IN GOOD B. IF A REPAIR IS NECESSARY, IT WILL BE INIT</div></div></div></div> |
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Exhibit B - Plan Set

CONTRACT# ENG/250268

FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).
2. RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE. AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.
3. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL, CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPT. TRAFFIC OPERATIONS (352) 351-6733.
4. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDERANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDERANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352) 732-1330.
5. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.
6. REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.
7. CALL "FLORIDA SUNSHINE ONE CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).
8. MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FDOT STANDARD INDEX 102-600 SERIES.
9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.
10. CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA'S ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.
12. A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR, FDOT PERSONNEL AND MARION COUNTY PERSONNEL.

SURVEY & MAPPING NOTES:

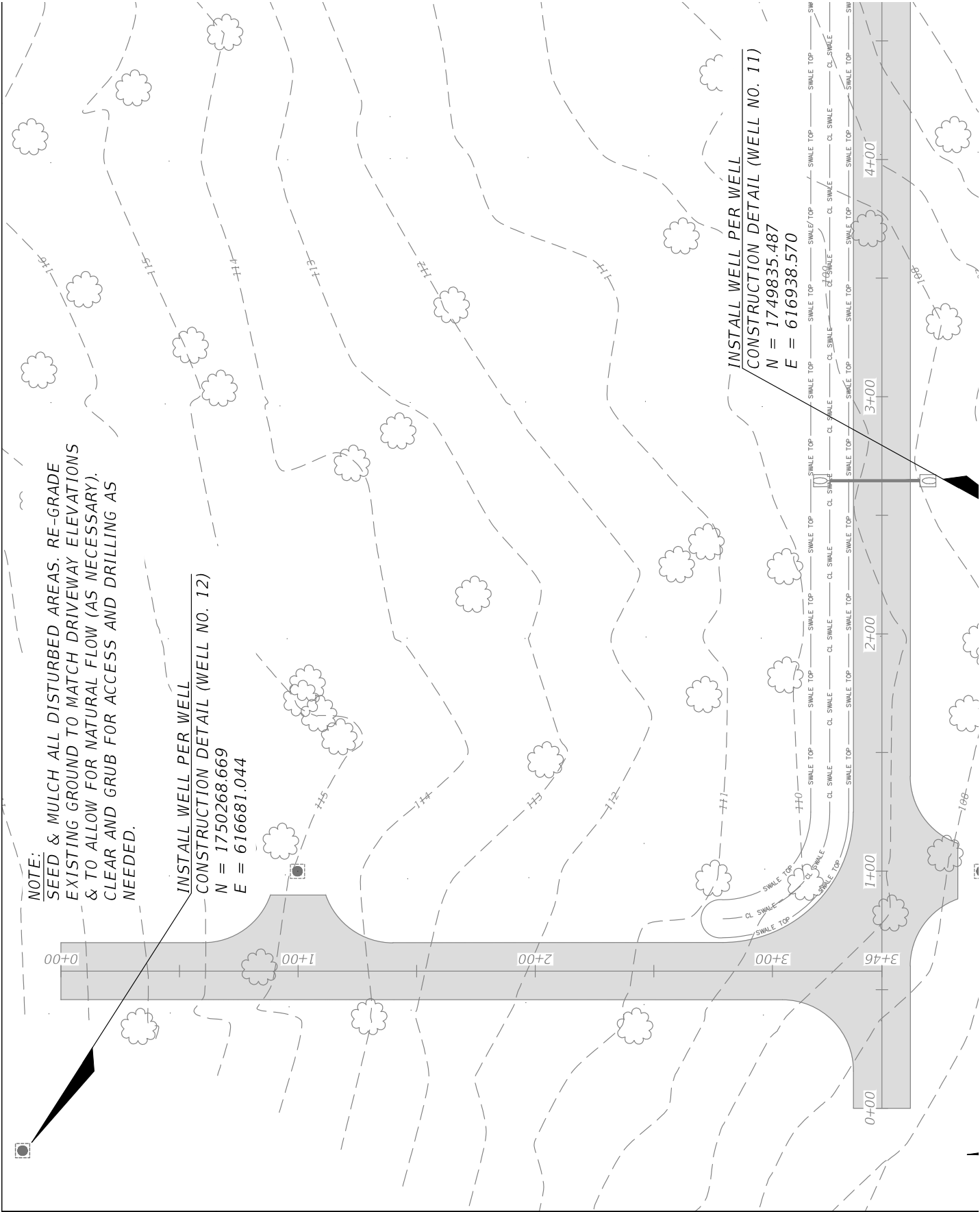
1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FDOT PERMANENT REFERENCE NETWORK.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR.
4. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE PRIOR TO FINAL PAYMENT.
5. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.
6. RESETTling OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
7. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

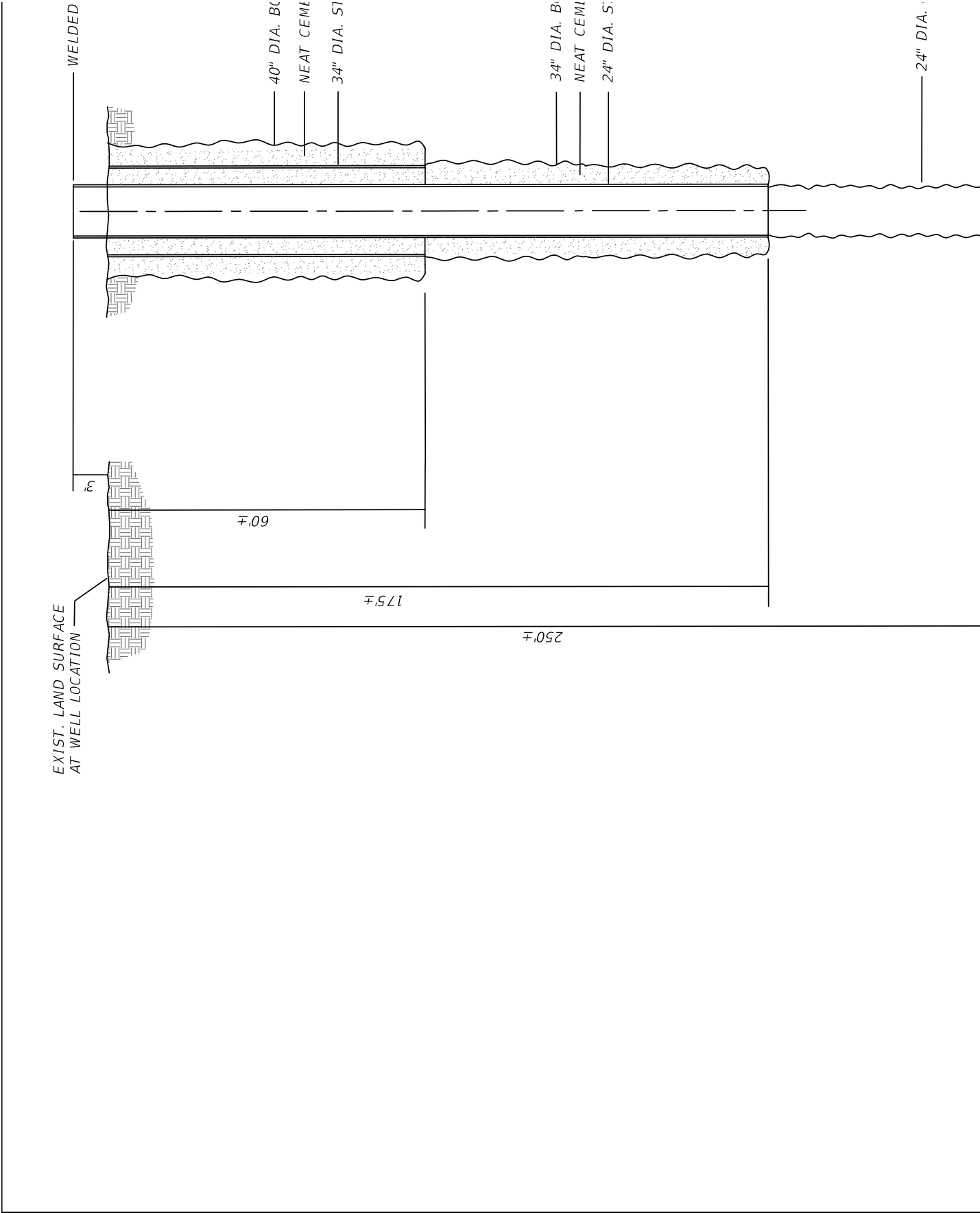
CITY OF OCALA STANDARD DETAILS REQUIRED:

1. SILT FENCE DETAIL #E-1

IMPORTANT NOTES:
1. THESE PLANS, AERIAL CARTOGRAPHY, THE CITY OF OCALA ADJUSTMENT OF TITLES, AND OCALA G.P.S. DATA MAY BE AFFECTED BY THE CONTRACTOR AWARENESS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
10. CALIPER LOGS SHALL BE SUBMITTED TO THE FDOT CONTRACTOR.
11. ALL MATERIALS SHALL BE SUBMITTED TO THE FDOT CONTRACTOR.

IMPORTANT NOTES:
1. WELL DEVELOPMENT SHALL BE COMPLETED PRIOR TO THE START OF DEBRIS REMOVAL. TESTING AT 100% OF TURBIDITY SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
2. TESTING FOR A. AFTER THE MEASUREMENTS ARE COMPLETED, THE TEST RESULTS SHALL BE SUBMITTED TO THE FDOT CONTRACTOR AND THE CITY OF OCALA.
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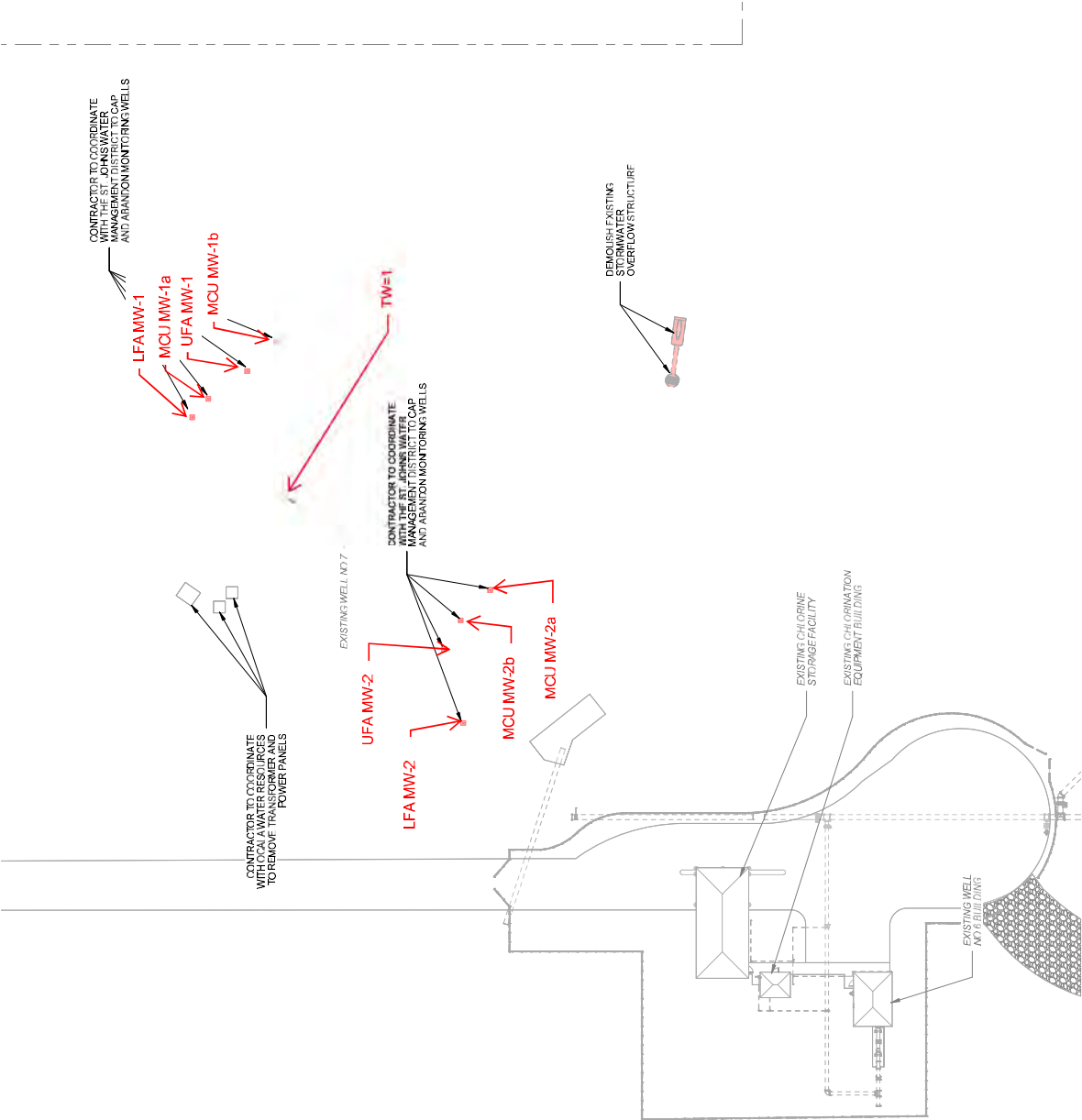




Floridan APT Well Locations

Abandon both sets of observation and monitoring wells





**CHAPTER 62-532
WATER WELL PERMITTING AND CONSTRUCTION REQUIREMENTS**

| | |
|------------|--|
| 62-532.100 | Intent of Water Well Permitting and Construction (Repealed) |
| 62-532.200 | Definitions for Water Well Permitting and Construction |
| 62-532.300 | General Provisions for Water Well Permitting and Construction (Repealed) |
| 62-532.400 | Permit for Water Well Construction, Repair, or Abandonment |
| 62-532.410 | Water Well Completion Report |
| 62-532.420 | Emergency Water Well Permits |
| 62-532.430 | Intent to Deny a Water Well Construction Permit |
| 62-532.440 | Abandonment of Water Wells (Repealed) |
| 62-532.500 | Water Well Construction Standards |
| 62-532.510 | Water Well Inspections |
| 62-532.600 | Enforcement of Water Well Permitting and Construction Requirements |
| 62-532.610 | Penalties for Violation of Water Well Permitting and Construction Requirements |
| 62-532.900 | Forms (Repealed) |

62-532.100 Intent of Water Well Permitting and Construction

Rulemaking Authority 373.309 FS. Law Implemented 373.016, 373.026, 373.043, 373.103, 373.113, 373.306, 373.308, 373.309 FS. History—New 8-17-74, Formerly 17-21.01, 17-21.001, Amended 7-30-89, 3-11-92, Formerly 17-532.100, Repealed 12-9-96.

62-532.200 Definitions for Water Well Permitting and Construction.

The following words and phrases, when used in this chapter, shall have the following meaning, except where the context clearly indicates a different meaning:

(1) “Abandoned Well” means a well the use of which has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its intended purpose or for observation purposes.

(2) “Annulus” or “Annular Space” means any artificially created void existing between a well casing or liner pipe and a bore hole wall or between two casings or between tubing and casing or liner pipe.

(3) “Aquifer” means a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of ground water to wells, springs or surface water.

(4) “Bentonite” means a pumpable grouting material used for plugging or sealing water wells, consisting of a high solid sodium montmorillonite. The grout shall yield solids ranging from 20 to 30 percent, with a minimum density equal to or greater than 9.4 pounds per gallon, and a permeability of approximately 1×10^{-7} centimeters per second or less, or shall be dry non-treated, high swelling sodium montmorillonite. High swelling is defined as having a minimum swell index of 18 cubic centimeters as determined by ASTM standard D-5890-95.

(5) “Bottled water” means water that is intended for human consumption and that is sealed in bottles or other containers.

(6) “Bottled water plant” means a food establishment, regulated by the Florida Department of Agriculture and Consumer Services, in which bottled water is prepared for sale.

(7) “Construction of Water Wells” means all parts and acts necessary to obtain ground water by wells, including the location and excavation of the well, but excluding the installation of pumps and pumping equipment.

(8) “Department” means the Department of Environmental Protection.

(9) “Dewatering” means the use of wells or other such equipment to temporarily lower a water level as may be necessary during construction activities.

(10) “District” means a water management district created pursuant to Chapter 373, F.S.

(11) “Drive Shoe” means any device specifically designed, fabricated, and installed to protect the bottom end of a water well casing or liner pipe from collapse or other damage while the casing or liner pipe is being driven into place in a water well.

(12) “Driven Casing” means casing that has been installed by driving where the bore hole is equal to or smaller in diameter than the nominal outside diameter of the casing.

(13) “Geothermal well” means a type of well used for the purpose of developing ground water as a medium for thermal heat

exchange.

(14) "Limited use commercial public water system" means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves one or more nonresidential establishments and provides piped water.

(15) "Limited use community public water system" means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves five or more private residences or two or more rental residences, and provides piped water.

(16) "Liner" means a metallic or nonmetallic pipe which is installed either within the outer casing to improve, repair, or protect the outer casing or below the outer casing to seal off caving material which may be encountered in the open hole of the well.

(17) "Multifamily water system" means a water system that provides piped water for three to four residences, one of which may be a rental residence.

(18) "Neat Cement Grout" means a mixture of water and Portland cement (American Concrete Institute Type I, Type II, or Type III); or a mixture of water and Portland cement of a type or kind approved by the permitting authority; or a mixture of water, Portland cement of a type or kind approved by the permitting authority, and an amount of those additives approved for use in cement grouts and approved by the permitting authority.

(19) "Nominal" means those standard sizes of pipe from one-eighth inch to 12 inches, specified on the inside diameter, which may be less than or greater than the number indicated. When referred to the grouting annulus, nominal means either the available void thickness between telescoped casing varying less than 0.20 inches below standard where one inch of grout is required and 0.35 inches below standard where two inches of grout is required, or the average available void thickness between the borehole and outside wall of the casing.

(20) "Permitting Authority" means the Department or any district, or political subdivision that has been delegated the authority to issue permits under Chapter 373, Part III, F.S.

(21) "Potable water" means water that is satisfactory for human consumption, dermal contact, culinary purposes, or dishwashing.

(22) "Private water system" means a water system that provides piped water to one or two residences, one of which may be a rental residence.

(23) "Public water system" means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.

(24) "Repair" means any action which involves the physical alteration or replacement of any part of a well, but does not include the alteration or replacement of any portion of a well which is above ground surface.

(25) "Telescoping Casing" means an interior casing extending below and sealed within an exterior casing.

(26) "Water Well" or "Well" means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is for the location, acquisition, development, or artificial recharge of ground water, but such term does not include any well for the purpose of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying; for inserting media to dispose of oil brines or to repressure oil-bearing or natural gas-bearing formation; for storing petroleum, natural gas, or other products; or for temporary dewatering of subsurface formations for mining, quarrying, or construction purposes.

(27) "Water Well Contractor" means an individual who is responsible for the construction, repair, or abandonment of a water well and who is licensed under Chapter 62-531, F.A.C., to engage in the business of construction, repair, or abandonment of wells.

(28) "Well Seal" means an approved arrangement or device to prevent contaminants from entering the well at the upper terminal.

Rulemaking Authority 373.309 FS. Law Implemented 373.303, 381.0062, 403.852 FS. History—New 8-17-74, Amended 7-16-81, Formerly 17-21.02, 17-21.020, Amended 7-30-89, 3-11-92, Formerly 17-532.200, Amended 3-28-02, 10-7-10.

62-532.300 General Provisions for Water Well Permitting and Construction.

Rulemaking Authority 373.309 FS. Law Implemented 373.043, 373.106, 373.303, 373.306, 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.03, 17-21.030, Amended 7-30-89, 3-11-92, Formerly 17-532.300, Repealed 12-9-96.

62-532.400 Permit for Water Well Construction, Repair, or Abandonment.

(1) After the effective date upon which a district implements a permit system pursuant to Chapter 373, Part III, F.S., a permit

shall be required before beginning construction, repair, or abandonment of any water well within such area. The permit shall be obtained from the permitting authority by making written application on Form Number 62-532.900(1), State of Florida Permit Application to Construct, Repair, Modify, or Abandon A Well, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C. The application shall be made and submitted to the permitting authority by the owner or by the water well contractor on behalf of the owner. Any required fee shall be submitted with the permit application.

(2) Permit issuance shall require that:

(a) The application is in the proper form and contains the required information; provided that the proposed construction, repair, or abandonment will not violate applicable laws, rules, or orders of the permitting authority.

(b) Additional information shall be required by the permitting authority if needed to assess site specific conditions. Such information includes geophysical logs, geologic samples and logs, and well pumping tests.

(3) Receipt of the permit by the applicant shall constitute permission to begin well construction, repair, or abandonment.

(4) The permit shall be available for inspection at the site of the well during construction, repair, or abandonment of the well.

(5) Any permittee who desires to change the location of a well before the start of construction or before construction is completed shall apply to the permitting authority for an amendment to the well construction permit. When a permit fee was required to obtain the original permit no additional fee shall be charged to amend the permit. As a condition to approving an amended permit, the permitting authority shall require the sealing or plugging of any incomplete well.

(6) Each permit shall be valid for a period of one year. In the event construction, repair, or abandonment is not completed within that time, the permitting authority shall extend the time limit upon written request by the permittee or require the applicant to obtain a new permit before continuing construction, repair, or abandonment of a water well.

(7) Water wells shall be located to comply with the setback distances in Table I at the end of this chapter.

(8) A drinking water supply well installed by an installation used to serve that installation's operation is exempt from meeting the 500-foot setback distance from on-site slow rate and rapid rate land application flow systems, domestic wastewater residuals land application, phosphogypsum stack systems, and solid waste disposal facilities if reasonable assurance is provided by the installation owner that the ground water and drinking water source are protected. Reasonable assurance shall be demonstrated if:

(a) The planned withdrawal from the drinking water supply well will not cause the discharge from the operation to be captured by the well, or

(b) The drinking water supply well is withdrawing from a confined aquifer, or

(c) Additional monitoring of the ground water and the drinking water is provided to ensure that contaminants are not reaching the drinking water supply well and a commitment is made to treat the drinking water supply if a contaminant is detected or to provide an alternate drinking water supply, and

(d) The setback distances from sanitary hazards as provided in Table I shall apply.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.308, 373.309, 373.316, 403.862 FS. History—New 8-17-74, Amended 9-10-78, Formerly 17-21.04, 17-21.040, Amended 7-30-89, 3-11-92, Formerly 17-532.400, Amended 3-28-02, 10-7-10.

62-532.410 Water Well Completion Report.

Within 30 days after completion of the construction, repair, or abandonment of any water well, a written report shall be filed with the permitting authority on Form Number 62-532.900(2), State of Florida Well Completion Report, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C.

Rulemaking Authority 373.309 FS. Law Implemented 373.309 FS. History—New 8-17-74, Formerly 17-21.05, 17-21.050, Amended 7-30-89, Formerly 17-532.410, Amended 10-7-10.

62-532.420 Emergency Water Well Permits.

(1) Permission to begin construction, repair, or abandonment of any well may be applied for by telephone when emergency conditions exist that justify such a request. The permitting authority shall grant an emergency permit to avert an imminent and substantial danger to the public health, safety, or welfare.

(2) The applicant for an emergency permit shall reduce his application to writing in accordance with the provisions of Rule 62-532.400, F.A.C., and submit it within ten days. All other provisions of this chapter shall remain applicable.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.326 FS. History—New 8-17-74, Formerly 17-21.06, 17-

21.060, Amended 7-30-89, Formerly 17-532.420, Amended 10-7-10.

62-532.430 Intent to Deny a Water Well Construction Permit.

(1) The permitting authority shall issue an intent to deny whenever it determines that an application for a permit under Rule 62-532.400, F.A.C., fails to meet the requirements of Chapter 373, F.S., or any rule, order, or standard adopted pursuant thereto, or that the proposed well will be harmful to the water resources of the State.

(2) The intent to deny shall:

(a) State the grounds for denial, and

(b) Be served in writing upon the owner and user by registered or certified mail.

(3) Any person receiving an intent to deny may petition for hearing by filing a written petition with the permitting authority within 30 days of the receipt of the intent. The hearing shall be conducted pursuant to Chapter 120, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.333, 373.342 FS. History—New 8-17-74, Formerly 17-21.07, 17-21.070, Amended 7-30-89, Formerly 17-532.430.

62-532.440 Abandonment of Water Wells.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.316, 373.333 FS. History—New 8-17-74, Formerly 17-21.09, 17-21.090, Amended 7-30-89, Formerly 17-532.440, Repealed 10-7-10.

62-532.500 Water Well Construction Standards.

The following minimum standards shall apply to the construction, repair, and abandonment of water wells in the State unless exempted by a water management district rule with the concurrence of the Department. Operation requirements for public water systems are included in Chapter 62-555, F.A.C., and operation requirements for limited use public water systems, multifamily water systems, and private water systems are included in Chapter 64E-8, F.A.C.

(1) Well Casing, Liner Pipe, Coupling, and Well Screen Requirements.

(a) Well casing, liner pipe, coupling, and well screen shall be new or in like new condition. Such well casing, liner pipe, coupling, or well screen shall not be used unless free of breaks, corrosion and dents, is straight and true, and not out of round. Welded or seamless black or galvanized steel pipe or casing, or stainless steel pipe or casing, or approved types of nonmetallic pipe shall be used for well casing or liner pipe. All well casing shall conform to one of the following standards: American Society for Testing and Materials (ASTM) A53/A53M-99b (1999), A135-01 (2001), A252-98 (1998), A589-96 (1996), or American Petroleum Institute (API) 5L-2000 (2000). Well casing that conforms to any of the aforementioned ASTM or API standards shall also conform to the 2000 American National Standard Institute for Welded and Seamless Wrought Steel Pipe (ANSI/ASME B36.10M-2000). All well casing shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request. Copies of these standards may be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, P. O. Box C700, West Conshohocken, PA 19428-2959; the American Petroleum Institute, 1220 L Street NW, Washington, DC 20005-4070; and the American National Standards Institute, 1819 L Street NW, Washington, DC 20036, respectively.

(b) Black or galvanized steel casing installed by driving shall not have less than the dimensions and weights specified below.

| Nominal Size (in.) | Outside Diameter (in.) | Wall Thickness (in.) | Plain End Weight (lbs./ft.) |
|--------------------------|------------------------------|----------------------------|-----------------------------------|
| 1.25 | 1.660 | .140 | 2.27 |
| 1.5 | 1.900 | .145 | 2.72 |
| 2 | 2.375 | .154 | 3.65 |
| 3 | 3.5 | .216 | 7.58 |
| 3.5 | 4.000 | .226 | 9.11 |
| 4 | 4.5 | .237 | 10.79 |
| 5 | 5.563 | .258 | 14.62 |
| 6 | 6.625 | .280 | 18.97 |

| | | | |
|--------------|--------|------|-------|
| 8 | 8.625 | .277 | 24.70 |
| 10 | 10.750 | .307 | 34.24 |
| 12 | 12.750 | .330 | 43.77 |
| 14-30 | | .375 | |
| more than 30 | | .500 | |

Note: A 4 inch nominal size casing with a wall thickness of .188 inches and a plain end weight of 8.66 pounds/foot may be used if it conforms to standard API 5L-2000, Grade B, 60 KSI tensile strength. Other casing that meets these minimum tensile strength standards shall be acceptable. For example, A53/A53M-99b, Grade B, may also be substituted.

(c) Black or galvanized steel casing or liner pipe set into place without driving shall not have less than the dimensions and weights specified below.

| Nominal Size (in.) | Outside Diameter (in.) | Wall Thickness (in.) | Plain End Weight (lbs./ft.) |
|--------------------------|------------------------------|----------------------------|-----------------------------------|
| 1.25 | 1.660 | .140 | 2.27 |
| 1.5 | 1.900 | .145 | 2.72 |
| 2 | 2.375 | .154 | 3.65 |
| 2.5 | 2.875 | .203 | 5.79 |
| 3 | 3.500 | .188 | 6.65 |
| 3.5 | 4.000 | .188 | 7.65 |
| 4 | 4.500 | .188 | 8.66 |
| 5 | 5.500 | .188 | 10.79 |
| 6 | 6.625 | .188 | 12.92 |
| 8 | 8.625 | .188 | 16.94 |
| 10-16 | | .250 | |
| >16 | | .375 | |

(d) Stainless steel pipe used for casing or liner pipe shall be Schedule 10S of the American National Standards Institute (ANSI/ASME B36.19M-1985), or stronger classification.

(e) Polyvinyl Chloride (PVC) pipe may be used for well casing, liner pipe, and well screens. Any PVC pipe used for well construction or repair shall at a minimum meet the specifications for Schedule 40 or Standard Dimension Ratio (SDR) 21. The appropriate water management district shall require the use of stronger PVC casing if necessary to protect the integrity of the well.

(f) The Department shall approve a well casing or liner pipe not otherwise specified in paragraphs 62-532.500(1)(a) through (e), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability. The following material has been approved pursuant to this procedure: DNS Well-Cor, Allied Tube and Conduit, A Division of Grinnel Corporation, 1440 Massaro Boulevard, Tampa, Florida, 33619.

| Nominal Size (in.) | Outside Diameter (in.) | Wall Thickness (in.) |
|--------------------------|------------------------------|----------------------------|
| 1.25 | 1.638 | .085 |
| 2 | 2.360 | .095 |
| 4 | 4.466 | .150 |

(g) Well casing, liner pipe, coupling, and well screens used for potable water well construction or repair shall conform to 2008 NSF International Standard/American National Standard NSF/ANSI 14-2008e, Plastics Piping System Components and Related Materials, or NSF International Standard/American National Standard NSF/ANSI 61-2008, Drinking Water System Components – Health Effects, both of which are adopted and incorporated by reference herein. Copies of these copyrighted standards may be obtained from NSF International, P. O. Box 130140, Ann Arbor, MI 48113-0140.

(h) Steel well casing and liner pipe shall be joined in a watertight manner by threaded couplings, electrical welding methods, or other methods approved by the appropriate water management district which provide equivalent protection. PVC pipe shall be joined by solvent bonded couplings, threaded couplings, heat welding, or other methods approved by the appropriate water

management district which provide equivalent protection.

(i) Nonmetallic and stainless steel well casing or liner pipe shall not be installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that the integrity of the well casing or liner pipe will be maintained. For well casing or liner pipe installed by driving, the casing or pipe shall not butt together inside threaded couplings unless the joint is electrically welded so as to be completely watertight. A drive shoe is required for use on casing or pipe installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that a drive shoe is not necessary to maintain the integrity of the casing or pipe.

(2) Geothermal well heat exchanger pipe and fitting materials shall meet the standards and specifications in the document Closed-Loop/Geothermal Heat Pump Systems Design and Installation Standards, Revised Edition 2008, published by the International Ground Source Heat Pump Association, Oklahoma State University, which is adopted and incorporated by reference herein. In addition, the reference Closed-Loop/Ground-Source Heat Pump Systems Installation Guide, 1988, Oklahoma State University, is excellent and is included here as a guidance document. Copies of all of these references may be obtained from the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018.

(a) All geothermal well heat exchanger pipe and fitting materials shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request.

(b) The Department or the permitting authority shall approve geothermal well heat exchanger pipe and fitting materials not meeting the standards and specifications in the document adopted in subsection 62-532.500(2), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability.

(3) Well Construction Criteria.

(a) Well casings, which are seated into unconsolidated earth material, shall extend from the upper terminus of the well to the well screen. The well screen shall be attached to the casing with a watertight seal.

(b) Well casings that are seated into a rock layer or other consolidated earth material, shall be continuous and shall extend from the upper terminus of the well to no less than the top of the uppermost consolidated unit. Wells constructed of telescoping casings shall be considered as a continuous casing provided the grout requirements are met. The lower terminus of the well casing shall extend to or below the water level of the aquifer intended to supply water to the well or receive fluids from the well. In addition, all caving zones below the uppermost consolidated unit shall be cased.

(c) Geothermal wells shall be grouted in accordance with subparagraph 62-532.500(3)(i)6., F.A.C.

(d) For public water system wells using telescoped casing, the casing shall be overlapped by not less than 20 feet when increases or reductions occur in casing size, unless another footage is approved by the appropriate water management district or permitting authority. Not less than two centralizing spacers shall be used in the overlapped sections, and the annular space in the overlapped sections shall be completely sealed with cement grout.

(e) Prevention of Interchange of Water and Loss of Artesian Pressure. All water wells shall be properly designed and constructed to prevent an interchange of water between water bearing zones that may result in deterioration of the quality of water in one or more water bearing zones, or will result in a loss of artesian pressure. If a well cannot be properly completed to prevent such an unauthorized interchange of water between water bearing zones or to prevent a loss of artesian pressure, the well shall be abandoned and plugged in accordance with this chapter or other directions from the permitting authority, which are appropriate for the hydrogeologic conditions encountered.

(f) In the construction, repair, or abandonment of a water well, caution shall be taken to maintain the work site so as to minimize the potential entrance of contaminants into the bore hole and the ground water resource.

(g) Only water from a potable water source shall be used in the construction, repair or abandonment of a water well, including water for cleaning of well materials, drilling equipment, and water used to mix drilling fluids.

(h) Use of Explosives. The use of dynamite or other high-grade explosives in the construction or repair of water wells is prohibited.

(i) Grouting and Sealing.

1. All well casings seated into a consolidated formation shall be seated or sealed with neat cement grout.

2. Except as provided in 3. below, wells with driven casing into natural earth or a bore hole equal to or smaller in diameter than the outside diameter of the casing shall be sealed by adding dry bentonite to the casing string at land surface and allowing that material to be carried down the outside of the casing as the casing is driven to completion. Dry bentonite shall be applied to maintain a grout seal around the casing.

3. In the construction of water wells with driven casing, for limited use commercial public water systems, limited use community public water systems, public water systems, potable water wells permitted pursuant to Chapter 62-524, F.A.C., and water wells serving bottled water plants, the minimum acceptable seal shall be accomplished by undercutting or under-reaming the last five feet of the hole before seating the casing. A minimum of one foot of such enlarged hole must be into the consolidated formation in which the casing will be seated. The entire enlarged portion of the hole shall be filled with cement grout, and then the casing shall be driven through the cement grout and seated into the enlarged one-foot portion of the consolidated formation. The uppermost 20 feet of casing shall be sealed with no less than a two-inch nominal thickness of cement grout. No other minimum seal shall be acceptable unless approved by the appropriate water management district or delegated permitting authority as providing equivalent protection to the resource.

4. For any part of a well casing with an outside diameter of four inches or larger intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the annular space shall be filled from bottom to top with not less than a nominal two-inch thickness of neat cement grout. For well casings with an outside diameter of less than four inches, intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the minimum grout thickness shall be a nominal one inch thickness of neat cement grout. The casing shall be centered in the bore hole prior to grouting. In those cases where, during grouting operations, circulation of the grout is lost so that the annular space being grouted cannot be filled in one continuous operation, a tremie pipe shall be installed in the annular space to a point immediately above the zone of lost circulation and the annulus shall be bridged at that point by sand or other approved material introduced through the pipe. Grouting of the annular space shall be completed using the tremie pipe or other equivalent method approved by the permitting authority.

5. Any district may grant individual exceptions or, with the concurrence of the Department, may exempt any areas of that district from the requirements of cement grouting the annular space between the well casing and bore hole wall of that part of a well which penetrates an unconsolidated formation upon demonstration that:

a. The unconsolidated formation material is of such a caving nature that upon stopping the circulation of drilling fluid through the well the aquifer material will immediately cave into and fill up the annular space between the well casing and bore hole wall.

b. A flow space is not created by such construction that will allow any movement of waters along the outside of the well casing which did not naturally occur prior to construction of the well.

6. Except as provided in subparagraph 5. above, grouting and sealing of water wells shall be accomplished by the practices and methods recommended by Appendix C of American Water Works Association (AWWA) Standard A100-97 (1997), AWWA Standard for Water Wells, and grouting and sealing of geothermal wells shall be accomplished by the practices and methods recommended by the Vertical Geothermal Heat Pump Systems Engineering Design and Field Procedures Manual, published by the International Ground Source Heat Pump Association, First Edition 2000, Oklahoma State University, which are adopted and incorporated by reference herein. Copies of these recommended practices and methods may be obtained from the American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235; and the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018, respectively.

7. Alternate grouting methods and materials providing equivalent protection shall be approved in writing by the permitting authority. Alternatives to the grouting methods described in subparagraphs 1.-6. above, must be requested for use from the permitting authority as part of the construction permit application, or once construction begins only in situations where the methods in the rules are not working. In either situation, a detailed explanation of what and why alternate methods are requested must be provided. Alternate grout materials (other than neat cement grout) must be requested in the construction permit application, or once construction begins only when neat cement grout is not providing or will not provide as good a seal as the alternate materials.

(4) Top of the Well.

(a) Well Covers.

1. Whenever there is an interruption in work on the well, such as overnight shutdown, the well opening shall be sealed with a tamper resistant cover.

2. Except for those areas of a district designated by the Department with the concurrence of the permitting authority, any well in which pumping equipment is installed seasonally or periodically shall, whenever pumping equipment is not installed, be capped with steel or reinforced concrete cover, or valve.

3. Any cased well equipped with permanently installed pumping equipment shall have that pumping equipment and any necessary piping installed through a well seal.

4. Any unused well shall be capped in a watertight manner with a threaded, welded, or bolted cover or valve.

(b) Upper Terminus.

1. At the time of well construction, all wells shall be accessible at the upper terminus of the well casing for inspection, servicing, and testing.

2. For private and multi-family water system wells and irrigation wells, the upper terminus of the well casing shall project at least 12 inches above finished grade. Where a potential physical structure or traffic hazard may be present or where a potential public health threat exists, the upper well casing terminus may be placed in an appropriate enclosure terminating at finished grade. The enclosure shall be designed to allow vertical access to the upper well casing terminus for maintenance and inspection and provide for gravity drainage of the enclosure. The upper well casing terminus shall be constructed to a point 18 inches or less below finished grade. The upper well casing terminus shall be sealed with a water tight seal to prevent the entrance of surface water and contaminants into the well.

3. For limited use commercial public water system wells and limited use community public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the concrete apron around the well.

4. For public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the pump house floor, pump pit floor, or concrete apron around the well.

5. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, located at sites subject to flooding, the upper terminus of the well casing shall project at least 12 inches above the 100-year flood elevation and 100-year wave-action elevation. Where it is not practicable to comply with this requirement, the water management district or delegated permitting authority shall allow exceptions on a case-by-case basis provided the upper terminus of the well casing is fitted with a watertight seal.

6. Public water system wells, limited use commercial public water system wells, and limited use community public water system wells, shall be equipped with a sealable opening that will allow introduction of disinfectants and measurement of static water level and drawdown or artesian pressure.

(c) Well Aprons. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, not located within a pump house or pump pit, a concrete apron at least six feet by six feet and at least four inches thick shall be centered around the well. The bottom surface of the concrete apron shall be constructed on top of the finished grade, and the top surface of the concrete apron shall be sloped to drain away from the well casing.

(d) Flowing Wells. If the well flows at land surface, control shall be provided by valved pipe connections, watertight pump connections, or receiving reservoirs set at an altitude corresponding to the artesian head.

(5) Plugging. All abandoned wells shall be plugged by filling them from bottom to top with neat cement grout or bentonite and capped with a minimum of one foot of neat cement grout. An alternate method providing equivalent protection shall be approved in writing by the Department or the permitting authority.

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.10, 17-21.100, Amended 7-30-89, 3-11-92, Formerly 17-532.500, Amended 3-28-02, 10-7-10.

62-532.510 Water Well Inspections.

(1) During the construction, repair, or abandonment of any well, the Department or the permitting authority may conduct inspections as is necessary to ensure conformity with applicable standards. Duly authorized representatives of the Department or the permitting authority shall be given access, at reasonable times, to any premises for the purpose of such inspection.

(2) If during construction, repair, or abandonment, the Department or the permitting authority finds the work does not meet the requirements of rules and standards adopted pursuant to Chapter 373, F.S., the Department or the permitting authority shall give the owner and water well contractor written notice pursuant to the requirements in Section 120.60, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 120.60, 373.316, 373.319, 373.323, 373.333 FS. History—New 8-17-74, Formerly 17-21.11, 17-21.110, Amended 7-30-89, Formerly 17-532.510.

62-532.600 Enforcement of Water Well Permitting and Construction Requirements.

Enforcement shall be as provided by Section 373.333, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.129, 373.333 FS. History—New 8-17-74, Formerly 17-21.12, 17-21.120, Amended 7-30-

**Exhibit D - Water Well Permitting
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89, Formerly 17-532.600.

62-532.610 Penalties for Violation of Water Well Permitting and Construction Requirements.

Penalties shall be as provided by Section 373.336, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.336 FS. History—New 8-17-74, Formerly 17-21.13, 17-21.130, Amended 7-30-89, Formerly 17-532.610.

62-532.900 Forms

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 10-7-10, Repealed 2-16-12.

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TABLE 1
WELL SETBACK DISTANCES
October 7, 2010

| Part A Drinking Water Supply Wells Serving Public Water Systems or Bottled Water Plant Wells | | |
|--|--|-------------------------------|
| RULE | INSTALLATION | SETBACK in feet (footnote) |
| Reuse of Reclaimed Water and Land Application 62-610.421(3) | Slow Rate Land Application Restricted Public Access | 500 (a) |
| 62-610.521(2) | Rapid Rate Land Application | 500 (b) |
| 62-610.621(2) | Overland Flow Systems | 500 |
| 62-610.621(4) | Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems | 100 |
| 62-610.471(1) | Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems | 75 |
| 62-610.471(3) | Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems | 75 |
| Domestic Wastewater Residuals 62-640.700(4)(b) | Domestic Wastewater Residuals Land Application Areas | 500 |
| Phosphogypsum Management 62-673.340(2)(d) | Phosphogypsum Stack Systems | 500 (c) |
| Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a) | Aboveground or Underground Storage Tanks | 100 |
| Solid Waste Management Facilities 62-701.300(2)(b) | Solid Waste Disposal Facilities | 500 |
| 62-701.300(12)(a) | Yard Trash Disposal, Storage, or Processing | 200 |
| 62-701.300(13) | Storage or Treatment of Solid Waste in Tanks | 100 |
| Permitting and Construction of Public Water Systems 62-555.312(1) | Onsite Sewage Treatment and Disposal Systems | 200 (d), 100 (e) |
| Public Water Systems 62-555.312(3) | Sanitary Hazard as defined in Chapter 62-550, F.A.C., for drinking water supply wells serving public water systems | 100 (f), 50 (g) |
| Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a) | Dairy Farm Waste - Unlined Storage and Treatment, or High Intensity Areas | 300 |
| 62-670.500(6)(b) | Dairy Farm Waste - Land Application | 200 |

**Exhibit D - Water Well Permitting
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| Part B Drinking Water Supply Wells Serving Limited Use Commercial Public Water Systems and Limited Use Community Public Water Systems | | |
|--|--|---------------------------------------|
| RULE | INSTALLATION | SETBACK in feet (footnote) |
| Reuse of Reclaimed Water and Land Application 62-610.421(3) | Slow Rate Land Application Restricted Public Access | 500 (a) |
| 62-610.521(2) | Rapid Rate Land Application | 500 (b) |
| 62-610.621(2) | Overland Flow Systems | 100 |
| 62-610.621(4) | Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems | 100 |
| 62-610.471(1) | Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems | 75 |
| 62-610.471(3) | Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems | 75 |
| Domestic Wastewater Residuals 62-640.700(4)(b) | Domestic Wastewater Residuals Land Application Areas | 500 |
| Phosphogypsum Management 62-673.340(2)(d) | Phosphogypsum Stack Systems | 500 (c) |
| Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a) | Aboveground or Underground Storage Tanks | 100 |
| Solid Waste Management Facilities 62-701.300(2)(b) | Solid Waste Disposal Facilities | 500 |
| 62-701.300(12)(a) | Yard Trash Disposal, Storage, or Processing (no setback required for on-site water wells) | 100 |
| 62-701.300(13) | Storage or Treatment of Solid Waste in Tanks | 100 |
| Drinking Water Systems 64E-8.002(2) | Onsite Sewage Treatment and Disposal Systems | 200 (d), 100 (e) |
| | Sanitary Hazard | 100 (f), (g) |
| Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(b) | Dairy Farm Waste -- Unlined Storage and Treatment, or High Intensity Areas | 300 |
| 62-670.500(6)a) | Dairy Farm Waste -- Land Application | 200 |

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| Part C Private Wells Multifamily Wells | | |
|---|---|-------------------------------|
| RULE | INSTALLATION | SETBACK in feet (footnote) |
| Reuse of Reclaimed Water and Land Application 62-610.421(3) | Slow Rate Land Application Restricted Public Access | 500 (a) |
| 62-610.521(2) | Rapid Rate Land Application | 500 (b) |
| 62-610.621(2) | Overland Flow Systems | 100 |
| 62-610.471(1) | Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems | 75 |
| Domestic Wastewater Residuals 62-640.700(4)(b) | Domestic Wastewater Residuals Land Application Areas | 300 |
| Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a) | Aboveground or Underground Storage Tanks | 100 |
| Solid Waste Management Facilities 62-701.300(2)(b) | Solid Waste Disposal Facilities | 500 |
| 62-701.300(12)(a) | Yard Trash Disposal, Storage, or Processing (no set back required for on-site water wells) | 100 |
| 62-701.300(13) | Storage of Treatment of Solid Waste in Tanks | 100 |
| Drinking Water Systems 64E-8.003(1) | Onsite Sewage Treatment and Disposal Systems | 75 |
| | Sanitary Hazard | 75 (f), (g) |
| Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a) | Dairy Farm Waste – Unlined Storage and Treatment, or High Intensity Areas | 300 |
| 62-670.500(6)(b) | Dairy Farm Waste – Land Application | 200 |

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| Part D Irrigation Wells and Geothermal Wells | | |
|--|---|-------------------------------|
| RULE | INSTALLATION | SETBACK in feet (footnote) |
| Standards for Onsite Sewage Treatment and Disposal Systems 64E-6.005(1)(d) | Onsite Sewage Treatment and Disposal System | 50 |

TABLE I FOOTNOTES

(a) This distance shall be reduced to 200 feet if facility Class I reliability is provided and shall be reduced to 100 feet if both facility Class I reliability and high-level disinfection are provided.

(b) This distance shall be reduced to 200 feet if both facility Class I reliability and high-level disinfection are provided and if the applicant provides reasonable assurance that applicable water quality standards will not be violated at the point of withdrawal.

(c) This distance applies only to shallow water supply wells (i.e., potable water wells that pump from an unconfined water table aquifer).

(d) This distance applies to public drinking water supply wells that serve water systems having total sewage flows greater than 2,000 gallons per day.

(e) This distance applies to public drinking water supply wells that serve water systems having total sewage flows less than or equal to 2,000 gallons per day.

(f) This distance applies to sanitary hazards that pose a potentially high risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a potentially high risk: active or abandoned mines; airplane or train fueling or maintenance areas at airports and railroad yards; concentrated aquatic animal production facilities; domestic wastewater collection/transmission systems; drainage or injection wells, oil or gas production wells, and improperly constructed or abandoned wells (i.e., wells not constructed or abandoned in accordance with Chapter 62-532, F.A.C.); fertilizer, herbicide, or pesticide storage areas at agricultural sites, golf courses, nurseries, and parks; graveyards; impoundments and tanks that process, store, or treat domestic wastewater, domestic wastewater residuals, or industrial fluids or waste and that are not regulated under Rule 62-670.500, F.A.C.; industrial waste land application areas other than those regulated under Rule 62-670.500, F.A.C.; junkyards and salvage or scrap yards; pastures with more than five grazing animals per acre; cattle dip vats; pipelines conveying petroleum products, chemicals, or industrial fluids or wastes; and underground storage tanks that are not regulated under Chapter 62-761, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-761, F.A.C.) other than sodium hypochlorite solution.

(g) This distance applies to sanitary hazards that pose a potentially moderate risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a moderate risk: aboveground storage tanks that are not regulated under Chapter 62-762, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-762, F.A.C.) other than sodium hypochlorite solution; fertilizer, herbicide, or pesticide application areas that are not under the ownership or control of the supplier of water at agricultural sites, golf courses, nurseries, and parks; railroad tracks; stormwater detention or retention basins; and surface water (the surface water setback does not apply to multi-family and private wells).

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

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.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268****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

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

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.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

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

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

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.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268***(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.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

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).

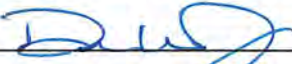
The undersigned certifies, to the best of his or her knowledge and belief, that:

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# ENG/250268**

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.


David Webb Jr.
3/11/2025

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:

Alt Webb's Enterprises, Inc.

Date

3/11/25

X


VP

Signer Name

Signer Title

David Webb Jr.Vice President

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

| | | |
|--|-----------------------------------|---|
|  | CONTRACTOR NAME | LOCATION |
| | All Webbs Enterprises, Inc | 309 Commerce Way Jupiter, FL 33458 |

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

| Item | Description | Unit | Qty | Unit Cost | Extended Cost |
|------|-------------|------|-----|-----------|---------------|
|------|-------------|------|-----|-----------|---------------|

GENERAL CONSTRUCTION

| | | | | | |
|------|-----------------------------------|----|-----|--------------|--------------|
| G-01 | MOBILIZATION & GENERAL CONDITIONS | LS | 1 | \$250,000.00 | \$250,000.00 |
| G-02 | BONDS | LS | 1 | \$20,000.00 | \$20,000.00 |
| G-10 | CLEARING & GRUBBING | SY | 500 | \$50.00 | \$25,000.00 |

GENERAL CONSTRUCTION SUB-TOTAL: \$295,000.00**UPPER FLORIDAN WELL DRILLING #11**

| | | | | | |
|----------|--|----|-----|-------------|-------------|
| W-103-11 | DRILL 40" HOLE to 60' | LF | 60 | \$600.00 | \$36,000.00 |
| W-104-11 | FURNISH & INSTALL 34" CASING | LF | 60 | \$650.00 | \$39,000.00 |
| W-105-11 | GROUTING OF 34" CASING | CY | 10 | \$1,500.00 | \$15,000.00 |
| W-106-11 | DRILL 34" HOLE to 175' | LF | 115 | \$500.00 | \$57,500.00 |
| W-107-11 | FURNISH & INSTALL 24" CASING | LF | 178 | \$450.00 | \$80,100.00 |
| W-108-11 | GROUTING OF 24" CASING | CY | 25 | \$1,500.00 | \$37,500.00 |
| W-109-11 | DRILL 24" PILOT HOLE to 250' | LF | 75 | \$450.00 | \$33,750.00 |
| W-110-11 | CAVITY FILLING | CY | 100 | \$250.00 | \$25,000.00 |
| W-111-11 | WELL FLOW TESTING | LS | 1 | \$30,000.00 | \$30,000.00 |
| W-112-11 | GEOPHYSICAL LOGGING / BACTERIA TESTING | LS | 1 | \$40,000.00 | \$40,000.00 |

UPPER FLORIDAN WELL DRILLING #11 SUB-TOTAL: \$393,850.00**UPPER FLORIDAN WELL DRILLING #12**


| | | | | | |
|----------|--|----|-----|-------------|-------------|
| W-103-12 | DRILL 40" HOLE to 60' | LF | 60 | \$600.00 | \$36,000.00 |
| W-104-12 | FURNISH & INSTALL 34" CASING | LF | 60 | \$650.00 | \$39,000.00 |
| W-105-12 | GROUTING OF 34" CASING | CY | 10 | \$2,500.00 | \$25,000.00 |
| W-106-12 | DRILL 34" HOLE to 175' | LF | 115 | \$500.00 | \$57,500.00 |
| W-107-12 | FURNISH & INSTALL 24" CASING | LF | 178 | \$450.00 | \$80,100.00 |
| W-108-12 | GROUTING OF 24" CASING | CY | 25 | \$2,500.00 | \$62,500.00 |
| W-109-12 | DRILL 24" PILOT HOLE to 250' | LF | 75 | \$450.00 | \$33,750.00 |
| W-110-12 | CAVITY FILLING | CY | 100 | \$250.00 | \$25,000.00 |
| W-111-12 | WELL FLOW TESTING | LS | 1 | \$30,000.00 | \$30,000.00 |
| W-112-12 | GEOPHYSICAL LOGGING / BACTERIA TESTING | LS | 1 | \$40,000.00 | \$40,000.00 |

UPPER FLORIDAN WELL DRILLING #12 SUB-TOTAL: \$428,850.00

| | | |
|--|---|---------------------|
| | GENERAL CONSTRUCTION | \$295,000.00 |
| | UPPER FLORIDAN WELL DRILLING #11 | \$393,850.00 |
| | UPPER FLORIDAN WELL DRILLING #12 | \$428,850.00 |

TOTAL AMOUNT \$1,117,700.00

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

| | | |
|--|-----------------------------------|---|
|  | CONTRACTOR NAME | LOCATION |
| | All Webbs Enterprises, Inc | 309 Commerce Way Jupiter, FL 33458 |

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

| Item | Description | Unit | Qty | Unit Cost | Extended Cost |
|------|-------------|------|-----|-----------|---------------|
|------|-------------|------|-----|-----------|---------------|

BID ALTERNATES

| Item | Description | Unit | Qty | Unit Cost | Extended Cost |
|------|--|------|-----|-------------|---------------|
| A-1 | WELL ABANDONMENT & GROUT FILL, LFA MW-1 | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-2 | WELL ABANDONMENT & GROUT FILL, MCU MW-1 | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-3 | WELL ABANDONMENT & GROUT FILL, MCU MW-1a | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-4 | WELL ABANDONMENT & GROUT FILL, MCU MW-1b | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-5 | WELL ABANDONMENT & GROUT FILL, LFA MW-2 | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-6 | WELL ABANDONMENT & GROUT FILL, UFA MW-2 | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-7 | WELL ABANDONMENT & GROUT FILL, UFA MW-2a | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-8 | WELL ABANDONMENT & GROUT FILL, UFA MW-2b | LS | 1 | \$30,000.00 | \$30,000.00 |
| A-9 | LFA WELL #7 MODIFICATIONS | LS | 1 | \$10,000.00 | \$10,000.00 |

BID ALTERNATES SUB-TOTAL: \$250,000.00**GRAND TOTAL: \$1,367,700.00**

**Exhibit G - Executed Cost-Share
Grant Agreement****CONTRACT# WRS/210777**

Contract # 37150

**COST-SHARE AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND 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 CITY OF OCALA. ("Recipient"), 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 2021-2022 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 for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 11, 2021 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

City of Ocala – Lower Floridan Aquifer Conversion Phase 3

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; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2023. ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

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 March 31, 2023. Timely requests to extend, for longer than three months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. 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).

- (b) 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.
 - (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before October 1, 2021, 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 OF FUNDING**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 25% percent of the total Project cost, but in no event shall the District cost-share exceed \$1,102,850. The District cost-share 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.
 - (b) "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.
 - (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

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 100 % of approved cost or the not-to-exceed sum \$1,102,850. 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 as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 31. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 31, 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) (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). 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 2000-02.
- (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

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

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 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 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) 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.

**Exhibit G - Executed Cost-Share
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DISTRICT

Patrick Burger, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4194
Email: pburger@sjrwmd.com

RECIPIENT

Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Ave Bldg 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: RJohnson@Ocalafl.org

- (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 Manager 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 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

**Exhibit G - Executed Cost-Share
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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 (Alphabetical)

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.

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17. **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.
18. **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.
19. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
20. **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 or federal legal proceedings shall be in Duval 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.
21. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. 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.
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

**Exhibit G - Executed Cost-Share
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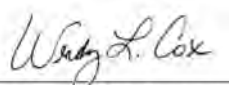
bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided 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.

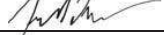
25. **PUBLIC RECORDS.** Records of City of Ocala that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If N/A receives a public records request, City of Ocala shall promptly notify the District's Project 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.
26. **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.

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: 
Amy B. Shortell, Ph.D., Executive Director, or designee
Michael A. Register, P.E.,

By: 
Justin Grabelle Council President
Typed Name and Title


Date: 1/20/22

Date: 10 / 07 / 2021

Attest: 
Angel B. Jacobs City Clerk
Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form

Approved as to form and legality:


Robert W. Batsel, Jr.
City Attorney

**Exhibit G - Executed Cost-Share
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**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, 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) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction 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 costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

**Exhibit G - Executed Cost-Share
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- 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 construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- 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 Analyst at hnbarber@sjrwmd.com.
- Certification of construction 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 September 30, 2023. The projected schedule is as follows:

| Task Description | Anticipated Start Date | Anticipated Completion Date |
|-------------------------|-------------------------------|------------------------------------|
| Construction | 10/8/2021 | 4/8/2023 |

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 1,102,850. It is anticipated that the FY breakdown will be \$551,425 for FY 2022 and \$551,425 FY 2023.

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, list of addresses and types of the properties connected, 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 Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

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Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

| Description | Estimated Task Amount | Estimated Reimbursement Amount |
|--------------|-----------------------|--------------------------------|
| Construction | \$2,205,700 | \$551,425 |

FY23 (10/1/2022 – 9/30/2023)

| Description | Estimated Task Amount | Estimated Reimbursement Amount |
|--------------|-----------------------|--------------------------------|
| Construction | \$2,205,700 | \$ 551,425 |

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ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

| | | | |
|-------------------------|---|------------------------------|----------------|
| Project Name: | City of Ocala – Lower Floridan Aquifer Conversion Phase 3 | | |
| Recipient: | | | |
| SJRWMD Contract Number: | | SJRWMD Project Manager: | Patrick Burger |
| 37150 | | Recipient's Project Manager: | |

Construction Schedule

| | |
|------------------------|--|
| Start Date (mm/dd/yy): | |
| Completion (mm/dd/yy): | |

Reporting Period

| | |
|----------------------------|--|
| Beginning Date (mm/dd/yy): | |
| Ending Date (mm/dd/yy): | |

Budget

| | | | |
|--------------------------|----|--|---|
| Total Budget: | \$ | | |
| Expended To-date: | \$ | | |
| Expended This Period: | \$ | | |
| Percent Budget Expended: | | | % |

Duration

| | |
|----------------------------|-------|
| Planned Duration: | Weeks |
| Duration To-date: | Weeks |
| Duration This Period: | Weeks |
| Percent Duration Expended: | % |

Anticipated Future Payment Requests:

| | | | |
|----------|----------|----------|-----------|
| 3 Months | 6 Months | 9 Months | 12 Months |
| | | | |

Design/Permitting Status

| |
|--|
| |
|--|

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

| Task Number | Tasks/Milestones/Deliverables | Start Date | Finish Date | Percent Complete | Projected Finish Date |
|-------------|-------------------------------|------------|-------------|------------------|-----------------------|
| | | | | | |
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Problems, Issues, Solutions, Anticipated deviations from schedule:

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Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**Exhibit G - Executed Cost-Share
Grant Agreement** **CONTRACT# WRS/210777**
Contract # 37150

**Exhibit G - Executed Cost-Share
Grant Agreement**

Audit Trail

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| STATUS | ● Completed |

Document History





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|  VIEWED | 09 / 15 / 2021 11:09:15 UTC-4 | Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51 |
|  SIGNED | 09 / 16 / 2021 20:11:54 UTC-4 | Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197 |
|  COMPLETED | 09 / 16 / 2021 20:11:54 UTC-4 | The document has been completed. |

Exhibit G - Executed Cost-Share
Grant Agreement



Audit Trail

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| DOCUMENT ID | c5dbd082ccd1cd07f9c2b9a083c987b9f4d03980 |
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| STATUS | ● Completed |

Document History

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|  SIGNED | 10 / 13 / 2021 11:51:17 UTC-4 | Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104 |
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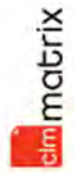
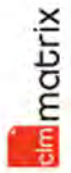


Exhibit G - Executed Cost-Share Grant Agreement

Audit Log - Procurement Request V3 11 09 17 1638 (37150)

| Date | Time | Type | User | Source | Category | Location | Message |
|-----------|-------------|---------------|--|--------|----------|------------------|---|
| 1/20/2022 | 10:21:52 AM | ApprovalEvent | Register, Michael A. (Executive Director) | Person | Approved | Approved | Approved by mregister@sjrwmd.com - Comments: Approved by Register, Michael A.: |
| 1/11/2022 | 8:16:34 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Register, Michael A. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger. |
| 1/11/2022 | 8:16:05 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Register, Michael A. |
| 1/10/2022 | 10:59:02 AM | ApprovalEvent | Jenkins, Dale(Director) | Person | Approved | Approved | Approved by djenkins@sjrwmd.com - Comments: Approved by Jenkins, Dale: District share is 25% of construction costs. |
| 1/10/2022 | 6:59:14 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Jenkins, Dale. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger. |
| 1/10/2022 | 6:59:12 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Jenkins, Dale |
| 1/6/2022 | 2:21:46 PM | ApprovalEvent | Domnangelo, Louis(Chief) | Person | Approved | Approved | Approved by ldomnangelo@sjrwmd.com - Comments: Approved by Domnangelo, Louis: |
| 1/6/2022 | 9:16:34 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domnangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger. |
| 1/6/2022 | 9:16:33 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domnangelo, Louis |

Exhibit G - Executed Cost-Share Grant Agreement



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| 1/6/2022 | 9:15:18 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger. |
| 1/6/2022 | 9:15:17 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domangelo, Louis |
| 1/6/2022 | 9:14:18 AM | ApprovalEvent | Burger, Patrick(District PM) | Person | Approved | Approved | Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: This is Ocala LFA Phase 3 agreement for District's 25% funding of project. |
| 1/6/2022 | 9:12:32 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Burger, Patrick. Comments: N/A Purpose: Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850 And project total \$4,411,400. District PM Patrick Burger. |
| 1/6/2022 | 9:12:31 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Burger, Patrick |
| 1/6/2022 | 8:50:29 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger. |
| 1/6/2022 | 8:50:28 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Domangelo, Louis |
| 1/6/2022 | 8:28:59 AM | ApprovalEvent | Burger, Patrick(District PM) | Person | Approved | Approved | Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: LFA Phase 3 |
| 1/6/2022 | 8:27:18 AM | ApprovalEvent | Ashby, Sherrie (x1950)/(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Burger, Patrick. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger. |

Exhibit G - Executed Cost-Share Grant Agreement



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| 1/6/2022 | 8:27:18 AM | ApprovalEvent | Ashby, Sherrie (x1950)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Burger, Patrick |
| 8/26/2021 | 11:58:45 AM | ApprovalEvent | Burger, Patrick(District PM) | Person | Approved | Approved | Approved by pburger@sjwmd.com - Comments: Approved by Burger, Patrick: Request Approval from Burger, Patrick |
| 8/18/2021 | 2:58:13 PM | ApprovalEvent | Edwards, Debra (x4866)(Procurement Specialist) | System | Workflow | Request Approval | Request Approval from Burger, Patrick |
| 8/18/2021 | 2:06:18 PM | ApprovalEvent | Barber, Heather (x1908) | Person | Approved | Approved | Approved by Barber, Heather (x1908) - Comments: Approved by Barber, Heather (x1908) as Delegate for Licourt, Melissa: |
| 8/18/2021 | 2:06:10 PM | ApprovalEvent | Barber, Heather (x1908)(Budget Officer) | System | Workflow | Request Approval | Request Approval from Barber, Heather (x1908) |
| 8/18/2021 | 2:05:57 PM | ReviewEvent | Barber, Heather (x1908) | Person | Reviewed | Reviewed | Reviewed by Barber, Heather (x1908) - Comments: Reviewed by Barber, Heather (x1908) as Delegate for Licourt, Melissa: 01-62-11-6210-8301-70117 approved for \$1,102,850. This project was approved at the April 2021 GB meeting and funding is contingent upon GB adoption of the FY 2021-22 final budget. |
| 8/18/2021 | 10:38:19 AM | ReviewEvent | Burger, Patrick(District PM) | System | Workflow | Request Review | Request Review from Barber, Heather (x1908) |

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF OCALA
TO/FOR OCALA LFA P3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and CITY OF OCALA ("Recipient") whose address is 1805 NE 30TH AVE, BLDG 600, OCALA, FL, 34470, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022 for Ocala LFA P3 ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the **mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:**

1. Paragraph 4(a) **AMOUNT OF FUNDING**, is hereby deleted in its entirety and replaced with the following:
 - (a) For satisfactory completion of the Project, the District shall pay Recipient 50% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$2,205,700. The District cost-share 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.**
2. Paragraph 5(a) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (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 100% of approved cost or the not-to-exceed sum of \$2,205,700, whichever is less. 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.**
3. Paragraph 5(d) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (d) **Required Information.** All invoices shall be submitted using Attachment B and shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (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 Attachment A, including receipts expenditures; in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"**

**Exhibit G - Executed Cost-Share
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4. Paragraph 19(a-i) **FLORIDA SINGLE AUDIT ACT**, is hereby added to this Agreement as follows:
- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 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 section 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.
 - (b) **Program Information** This Agreement involves the disbursement of state funding by DEP in the amount of \$1,102,850.00. Funding is provided under the State of Florida Alternative Water Supplies Program. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100. The District is providing funding in the amount of \$1,102,850.00.
 - (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 section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 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, Mr. Greg Rockwell, 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.

**Exhibit G - Executed Cost-Share
Grant Agreement**

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- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 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 (5) 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.
5. Attachment A, STATEMENT OF WORK, is hereby modified as follows:
- The current** Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A.
6. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby **ratified and continue in full force and effect**.

**Exhibit G - Executed Cost-Share
Grant Agreement**

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IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF OCALA

By: Wendy L. Cox
Michael A. Register, P.E., Executive Director, or designee

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

Date: 6/21/22

Date: 06 / 13 / 2022

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

Attachments:

Attachment A – Statement of Work

Attachment B – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

**Exhibit G - Executed Cost-Share
Grant Agreement**

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**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, 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) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

The Florida Department of Environmental Protection (FDEP) approved funding through the Florida Springs Grant Program in the amount of \$1,102,850. This amendment increases this Cost Share Agreement by \$1,102,850 for a new not to exceed amount of \$2,205,700.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000 gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction 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:

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- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the **match amount**) 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 construction site prior to, during and immediately following completion of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - 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 Analyst at hbarber@sjrwmd.com.
 - Certification of construction 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 September 31, 2023. The projected schedule is as follows:

| Task Description | Anticipated Start Date | Anticipated Completion Date |
|------------------|------------------------|-----------------------------|
| Construction | 10/8/2021 | 4/8/2023 |

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 50% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 2,205,700. It is anticipated that the FY **breakdown will be \$1,102,850.00 for FY 2022 and \$1,102,850.00 FY 2023.**

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, list of addresses and types of the properties connected, **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 Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

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Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is lnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

| Description | Estimated Task Amount | Estimated Reimbursement Amount |
|--------------------|------------------------------|---------------------------------------|
| Construction | \$2,205,700 | \$ \$1,102,850.00 |

FY23 (10/1/2022 – 9/30/2023)

| Description | Estimated Task Amount | Estimated Reimbursement Amount |
|--------------------|------------------------------|---------------------------------------|
| Construction | \$2,205,700 | \$ \$1,102,850.00 |

Exhibit G - Executed Cost-Share Grant Agreement

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ATTACHMENT B- 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:

| | |
|----------------------------|--|
| <u>Salaries:</u> | 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. |
| <u>Fringe Benefits:</u> | 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. |
| <u>Exception:</u> | Governmental entities are not required to provide check numbers or copies of checks for fringe benefits. |
| <u>Travel:</u> | 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. |
| <u>Other direct costs:</u> | 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. |
| <u>In-house charges:</u> | 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. |
| <u>Indirect costs:</u> | 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 Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

**Exhibit G - Executed Cost-Share
Grant Agreement**

Audit Trail

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| DOCUMENT ID | 6b7d239fc9940d741c4ac2a34221019bbaf79d4b |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

Document History

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|---|---|---|
|  SENT | 06 / 08 / 2022 11:57:04 UTC-4 | Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104 |
|  VIEWED | 06 / 09 / 2022 21:13:56 UTC-4 | Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197 |
|  SIGNED | 06 / 09 / 2022 21:31:50 UTC-4 | Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197 |
|  VIEWED | 06 / 13 / 2022 09:23:33 UTC-4 | Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62 |
|  SIGNED | 06 / 13 / 2022 09:24:51 UTC-4 | Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62 |

Exhibit G - Executed Cost-Share
Grant Agreement



Audit Trail

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| TITLE | FOR SIGNATURES - Amendment 1 to Agreement for Ocala LFA P3,... |
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| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Signed |

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

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|--|---|---|
|  VIEWED | 06 / 13 / 2022 09:38:50 UTC-4 | Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104 |
|  SIGNED | 06 / 13 / 2022 09:38:58 UTC-4 | Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104 |
|  COMPLETED | 06 / 13 / 2022 09:38:58 UTC-4 | The document has been completed. |

Exhibit G - Executed Cost-Share Grant Agreement

Contract # 37150
Amendment #2

AMENDMENT 2 TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF OCALA FOR OCALA LOWER FLORIDAN AQUIFER CONVERSION PHASE III

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA ("Recipient") whose address is 1805 Northeast 30th Avenue, Building 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for Ocala Lower Floridan Aquifer Conversion Phase III ("Agreement") and amended the Agreement on June 21, 2022 (Amendment 1). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM, WITHDRAWAL OF OFFER: delete – paragraph 1(a) and replace it with the following paragraph:
 - (a) The term of this Agreement is from the date upon which the last party has dated and executed the same January 20, 2022 ("Effective Date") until March 28, 2024 ("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 29, 2023. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. 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).
2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: Michelle Brown
Michelle Brown, P.E., Director, Division of Basin Management
and Modeling, or designee

Date: July 26, 2023

CITY OF OCALA

By: Peter A. Lee
Peter A. Lee / City Manager
Typed Name and Title

Date: 8-1-2023

Attest: Angel B. Jacobs
Angel B. Jacobs City Clerk
Typed Name and Title

**AMENDMENT 3 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF OCALA
FOR CITY OF OCALA – LOWER FLORIDAN AQUIFER CONVERSION PHASE 3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA (“Recipient”), whose address is 1805 NE 30th Ave., Bldg. 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for City Of Ocala – Lower Floridan Aquifer Conversion Phase 3 (“Agreement”) and amended the Agreement on June 21, 2022 (Amendment 1), and August 1, 2023 (Amendment 2). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. **TERM; WITHDRAWAL OF OFFER:** delete and replace with the following:

The term of this Agreement is from January 20, 2022 (“Effective Date”) until September 30, 2025 (“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 June 30, 2025. 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.

2. **PROJECT MANAGEMENT section (a) DISTRICT and RECIPIENT only:** delete and replace the District and Recipient sections with the following:

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 Ave Bldg 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: RJohnson@Ocalafl.gov

3. **ATTACHMENT A — STATEMENT OF WORK, V. TASK IDENTIFICATION AND TIME FRAMES:** delete and replace with the following:

The expiration date of this cost-share agreement is September 30, 2025. The projected schedule is as follows:

| Task Description | Anticipated Start Date | Anticipated Completion Date |
|-------------------------|-------------------------------|------------------------------------|
| Construction | July 15, 2024 | September 30, 2025 |

4. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

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WRS/210777

Contract # 37150

Amendment # 3

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: *Mary Ellen Winkler*
Mary Ellen Winkler, J.D., Assistant Executive Director

Date: 2/15/24

CITY OF OCALA

By: *Ken Whitehead*
DocuSigned by:
5077F71E38874F4...
Ken Whitehead Assistant City Manager

Date: 2/12/2024
Typed Name and Title

Attest: *Angel B. Jacobs*
DocuSigned by:
80B3574C28E54A5...
Angel B. Jacobs City Clerk
Typed Name and Title

Kendall Matott
Kendall Matott, J.M., SJRWMD QC Reviewer

Approved as to form and legality:

William Sexton
DocuSigned by:
B07DCFC4E00E429...
City Attorney

Exhibit H - Monitoring Well Depths**CONTRACT# ENG/250268**

| Well ID | Use | Total Depth (feet bls) | Casing Depth (feet bls) | Casing Diameter (inches) |
|----------------|------------|-----------------------------------|------------------------------------|-------------------------------------|
| TW-1 | Pumping | 1,277 | 810 | 24 |
| UFA MW-1 | Monitoring | 220 | 170 | 4 |
| MCU MW-1a | Monitoring | 450 | 400 | 6 |
| MCU MW-1b | Monitoring | 650 | 600 | 6 |
| LFA MW-1 | Monitoring | 1,292 | 1,070 | 6 |
| UFA MW-2 | Monitoring | 220 | 170 | 4 |
| MCU MW-2a | Monitoring | 370 | 320 | 6 |
| MCU MW-2b | Monitoring | 650 | 600 | 6 |
| LFA MW-2 | Monitoring | 1,242 | 790 | 6 |

Certificate Of Completion

Envelope Id: 65D73FB1-CCAD-4FFE-8243-BAD36261BBBD

Subject: SIGNATURE - Construction Services Agreement for Drilling of Two UFA Wells (ENG/250268)

Source Envelope:

Document Pages: 93

Certificate Pages: 5

AutoNav: Enabled

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

4/2/2025 10:53:33 AM

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Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

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Location: Docusign

Signer Events

David Webb Jr.

davidwebbjr@allwebbs.com

Vp

All Webb's Enterprises, Inc

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

David Webb Jr.

AAB0BE108FD9430...

Signature Adoption: Pre-selected Style

Using IP Address: 50.76.239.93

Timestamp

Sent: 4/2/2025 10:58:30 AM

Resent: 4/10/2025 8:50:24 AM

Resent: 4/17/2025 12:38:12 PM

Viewed: 4/22/2025 7:40:39 AM

Signed: 4/22/2025 7:46:29 AM

Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 3:22:58 PM

ID: eca4ac86-df45-4889-b050-63b570242d14

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 4/22/2025 7:46:32 AM

Viewed: 4/22/2025 10:51:31 AM

Signed: 4/22/2025 10:57:46 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kristen Dreyer

kdreyer@ocalafl.gov

Council President

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

Kristen Dreyer

382728BFAF374FC...

Signature Adoption: Pre-selected Style

Using IP Address: 174.218.255.101

Signed using mobile

Sent: 4/22/2025 10:57:50 AM

Viewed: 4/22/2025 5:36:15 PM

Signed: 4/22/2025 5:36:44 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:

Angel B. Jacobs

8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 174.64.104.234

Sent: 4/22/2025 5:36:49 PM

Viewed: 4/22/2025 7:17:13 PM

Signed: 4/22/2025 7:18:02 PM

Electronic Record and Signature Disclosure:

Accepted: 4/22/2025 7:17:13 PM

ID: 45bcd8cb-8b9a-4560-b730-9948ed72ebf7

| | | |
|--|------------------|----------------------|
| 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 | 4/2/2025 10:58:30 AM |
| Certified Delivered | Security Checked | 4/22/2025 7:17:13 PM |
| Signing Complete | Security Checked | 4/22/2025 7:18:02 PM |
| Completed | Security Checked | 4/22/2025 7:18:02 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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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.

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.