

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **A.C. Schultes of Florida, Inc.**, located at 11865 S. US Hwy 41, Gibsonton, FL 33534, possessing FEIN# 14-1871186 (hereinafter referred to as “FIRM”) under seal for the Well Repairs & Maintenance, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25B-053 - Well Repairs & Maintenance, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon Board approval and will be effective through January 31, 2028, with the option for an additional two (2), two-year renewal options (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25B-053 Well Repairs & Maintenance, more fully set forth on Exhibit A - Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Per Exhibit B - Fee Schedule (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY 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;
 - 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. 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 bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents 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. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work and EXHIBIT B – Fee Schedule**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: A.C. Schultes of Florida, Inc.
 11865 S. US Hwy 41, Gibsonton, FL 33534
 CONTACT PERSON: Gregory Schultes of Florida, Inc. | Phone: 813-741-3010

COUNTY: Marion County Utilities
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: Greg.acsfl@acschultes.com and admin.acsfl@acschultes.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: January 21, 2024
25B-053 | Well Repairs & Maintenance

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

A.C. SCHULTES OF FLORIDA, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

The County will attempt to budget, at a minimum, eight (8) wells for annual repairs or rehabilitation. The wells chosen each year will be selected from the list on Bid Tab # 1 and prioritized based on severity at that time. The County retains the right to modify or reprioritize the well list for any project after the project is underway. A project will be created utilizing the selected wells at the beginning of each fiscal year. The contract term shall be a three (3) year initial term with two (2) additional 2-year renewals, pending mutual agreement by both parties and satisfactory evaluation after each term.

1. Each typical well column pipe size is 2", 3", 4", 6", 8", 10", or 12" in diameter and roughly up to 180 feet in length. The total depth of each well is between 40 feet to 500 feet. The well driller's crane must be capable of supporting the total weight of the column pipe, pump(s), and submersible motor(s) without causing damage to the well during the extraction and/or insertion/repair process.
2. The contractor shall be capable of cutting through the welded tab or joint at each section of column pipe at the threaded pipe joint coupling and re-welding each section back together, to prevent the column pipe from unscrewing due to the torque generated during normal operation. The column pipe shall be re-welded during the insertion process. Any and all banding shall be with 316 stainless steel.
3. **Contractor must have and maintain a current Florida well driller license as defined under F.A.C. 62-531 and 62-532.**
4. The work to be performed under this Agreement shall consist of testing, extracting, inspecting, repairing, replacing (if necessary), re-installing and re-testing of wells and pumps. Redevelopment of the wells shall be considered a normal part of the work
5. Except as otherwise specified, Contractor shall furnish all labor, tools, implements, equipment, materials, transportation, and other amenities necessary for completion of the work as specified.
6. In the event that the well pump is in need of repairs, all repairs will be performed by a manufacturer's approved repair establishment. If the Contractor is authorized to perform such repairs, they will submit a letter from the manufacturer stating that they are an authorized representative of the manufacturer to perform such repairs. If the well pump needs to be shipped to a manufacturer's repair facility, a quote for repairs shall be received from the manufacturer, or approved representative, prior to repairs being performed. All materials used for maintenance or repair shall be manufacturer approved. All quotes shall include shipping and handling cost. Upon completion of repairs a report, signed by the manufacturer's representative, shall be submitted, which will include the results of bench tests performed, including specific details of repairs performed.
7. Contractor must have an on-call contact and be able to supply services during an emergency and to perform said services 24 hours per day, 7 days a week basis within twenty-four (24) hours of the request. Emergency service is any time beyond the required eight (8) hour working day, Saturdays, Sundays, and Holidays included.
8. In the event the County should require a video inspection of the well, to determine the condition and/or any damages of the well, the Contractor shall furnish a down-hole color video

camera with an experienced operator and equipment. The video shall be presented to the County via a web link.

9. Submersible cable size shall be determined by the N.E.C. by using the motor horsepower and voltage and amperage. All submersible wire shall be approved by the Marion County Utility Department prior to installation.
 10. The Contractor must be able to supply all materials and perform the following work as needed:
 - a. Weld column pipe lock tabs.
 - b. Weld wire guards.
 - c. Miscellaneous electrical work, including approved wire splicing.
 - d. Install stainless steel banding on electrical wiring to column.
 11. In the event that a well pump or motor fails to the extent that it cannot have maintenance performed on-site or be readily repaired and placed back in service without undue loss of time, the Contractor shall submit a price quote to supply and install, as soon as possible, a service pump capable of pumping at a similar gallon per minute (GPM) at the same Total Dynamic Head (TDH).
 12. All work performed shall be done in accordance with the requirements of law, and shall comply with all rules and regulations of the Marion County Utilities, FDEP, FDOH, SJRWMD, SWFWMD, and State of Florida requirements.
 13. All work shall be done in the presence of a Marion County Utilities representative unless otherwise approved.
 14. The County's Utilities Department shall be responsible for the accessibility of work sites.
 15. Cost for all materials, equipment, parts and labor required for repairs and furnished by/or through the Contractor, which are not covered under these specifications, shall be negotiated with Marion County Utilities prior to any additional work being performed.
 16. The Contractor shall be responsible for properly disinfecting the well that was worked on prior to reinstallation.
 17. All bacteriological testing will be provided by the County. The Contractor will be responsible for reimbursing the County the cost for resampling in the event any samples fail due to improper disinfection.
- A. **Prior to extraction:**
1. Perform and record meggar readings on well pump motor.
 2. Perform an amp reading.
 3. Record water level with the pump on (if in service).
 4. Perform vibration analysis.
 5. Record pump output in gallons per minute (GPM).
 6. Record pump discharge pressure.

B. After extraction and prior to re-installation.

1. Adjust or repack stuffing box on water lubricated pumps (if applicable).
2. Check condition and level of all pump and motor lubricants. Change out all lubricants as per manufacturer's recommendations if deemed necessary.
3. Inspect power cables for any deterioration.
4. Inspect all cable ties, brackets, and/or supports. Special attention shall be required in the manner in which the cable is supported and the clearance between the cable and the well casing to insure the cable is not damaged during extraction or re-installation of the well.
5. Contractor shall submit a written report of inspection and the test(s) of the well(s) and pump(s) as they are found at the time of inspection and submit recommendations. An Engineer's stamp is not required.

C. After reinstallation and prior to start-up:

1. Perform and record meggar readings on well pump motor.

D. After reinstallation and during start-up:

1. Record water level with the pump on.
2. Perform vibration analysis.
3. Record pump output in gallons per minute (GPM).
4. Record pump discharge pressure.
5. Perform an amperage reading on the well pump motor.

E. Connection of discharge piping after start-up.

Video Inspection

- A. Contractor shall provide a video inspection to determine damage and/or condition of the well. Contractor shall furnish a down-hole color video camera with an experienced operator and equipment. The cost of such will be based on a per foot basis for video shot.

Submersible Cable Installation

- A. Provide and install new submersible cable. The cable size shall be determined by the N.E.C. by using the motor horsepower and voltage. All cable must be approved by County prior to installation. The cost of such will be based on a per foot basis installed based on the following sizes: # 8, # 6, # 410, # 210 and # 350MCM.

Professional Services

- A. Contractor shall perform, on an as-needed basis, miscellaneous welding for column pipe lock tabs and other welding. The cost shall be based on a per hour basis.
- B. Contractor shall perform, on an as-needed basis, miscellaneous mechanical work. The cost shall be based on a per hour basis.

- C. Contractor shall perform, on an as-needed basis, miscellaneous electrical work to disconnect and reconnect the well motor to include wire splicing. The cost shall be based on a per hour basis.
- D. Contractor shall provide, on an as-needed basis, miscellaneous crane work to extract and reinstall. The cost shall be based on a per hour basis.

DRAFT

EXHIBIT B - FEE SCHEDULE
25B-053

Plant name	PWS #	Address	# wells	Well #	Base Bid Amount
Golden Ocala 1	6424768-1	4150 NW 84th Ct. Ocala, FL 34482	1	Well 1	\$ 8,500.00
Golden Ocala 2	6424768-2	2550 NW 70th Ave Rd. Ocala 34474	2	Well 1	\$ 8,500.00
				Well 2	\$ 8,500.00
Irish Acres	3425126	8344 N US HWY 441 Ocala, FL 34475	2	Well 1	\$ 8,500.00
				Well 2	\$ 8,500.00
Kunal II, LLC	6424801-1	7998 NW 47th Avenue Ocala, FL 34474	2	Well 1	\$ 8,500.00
				Well 2	\$ 8,500.00
Pilot Oil	6424801-2	4120 W Hwy 326 Ocala, FL 34474	1	Well 1	\$ 8,500.00
Ashley Farms	3425127-1	4170 NW 44th Ave Ocala, FL 34474	3	Well 1	\$ 8,500.00
				Well 2	\$ 8,500.00
				Well 3	\$ 8,500.00
Quail Meadows	3425127-2	2951 NW 47th Ave Ocala, FL 34474	1	Well 1	\$ 8,500.00
Marion Oaks 4	6421144-1	3550 SW 168 St. Ocala, FL 34473	2	Well 1	\$ 8,500.00
				Well 2	\$ 8,500.00
Marion Oaks 5	6421144-2	14130 SW 34 Terr. Rd. Ocala, FL 34473	1	Well 1	\$ 8,500.00

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Marion Oaks 6	6421144-3	5950 SW 150 Ln. Ocala, FL 34473	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Summerglen	6421144-6	15605 SW 13 Cir. Ocala, FL 34472	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Timber Walk	6421144-7	8599 SW 133 Ln. Rd. Ocala, FL 34473	1	Well 1	\$	8,500.00
Oak Run 1	6421144-8	8899 SW 108 St. Ocala, FL 34481	4	Well 3	\$	8,500.00
				Well 4	\$	8,500.00
				Well 5	\$	8,500.00
				Well 7	\$	8,500.00
Oak Run 2	6421144-9	7235 SW 115 St. Rd. Ocala, FL 34481	1	Well 6	\$	8,500.00
Oak Trace	6421144-10	8390 SW 104 Pl. Ocala, FL 34481	1	Well 1	\$	8,500.00
Palm Cay	6421144-11	10721 SW 80 Ave. Ocala, FL 34481	1	Well 1	\$	8,000.00
Pine Run # 2	6421144-12	9278 SW 102 Pl. Ocala, FL 34481	1	Well 1	\$	8,000.00
Pine Run # 3	6421144-13	9756 SW 102 Pl. Ocala, FL 34481	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Sun Country/Paddock Downs	6421144-14	6738 SW 85th St. Ocala, FL 34478	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Majestic Oaks	6421144-15	5399 SW 82nd St. Ocala, FL 34478	3	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
				Well 4	\$	8,000.00
SC Preserve	6424749	11300 SW 136 Pl. Dunnellon, FL 34432	3	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
				Well 3	\$	8,000.00
Dunn. Airport	6424662	14670 SW 110th St. Dunnellon, FL 34432	2	Well 1	\$	8,500.00

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				Well 2	\$	8,500.00
Silver Springs Shores B	3421197-1	493 Oak Road Ocala, FL 34472	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Silver Springs Shores G	3421197-5	41 Hemlock Circle Ocala, FL 34472	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
South Oak	3421197-6	4923 SE 30th Ct. Ocala, FL 34474	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Deerpath	3421197-7	1331 SE 65th Cir. Ocala, FL 34472	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Silver Springs Regional	3421197-8	5815 East SS Blvd. Silver Springs, FL 34472	1	Well 1	\$	8,000.00
Silver Springs Regional #3	3421197-8	5825 NE 24th St. Silver Springs 34472	1	Well 3	\$	8,000.00
Residential Water Systems	3424625	5870 SE 42nd Ave. Ocala, FL 34478	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Stonecrest	3424897-1	17155 SE 115th Court Summerfield, FL 34491	2	Well 1	\$	8,500.00
				Well 3	\$	8,500.00
South Lake Weir	3424897-2	13761 SE 170 St. Weirsdale, FL 32195	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
SC South WTP #1	3424897-3	17583 SE 102 Ave. Summerfield, FL 34491	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
SC South WTP #2	3424897-4	17538 SE 101 Ave. Summerfield, FL 34491	1	Well 1	\$	8,500.00
SCCC-WTP #1	3424897-6	13613 Del Webb Blvd. Summerfield, FL 34491	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00

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SCCC-WTP #2	3424897-7	12255 Del Webb Blvd. Summerfield, FL 34491	3	Well 3	\$	8,500.00
				Well 4	\$	8,500.00
				Well 6	\$	8,500.00
Track & Card	3425163	17996 S. US Hwy 301, Oxford, FL	2	Well 1	\$	8,500.00
				Well 2	\$	8,500.00
Salt Springs	3420408	13841 N. Hwy. 19 Salt Springs, FL 32134	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Silver Springs Woods	3424689	17815 SE 20th St. Silver Springs, FL	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Newton WTP	DOH	10149 N.W. 17th Ave. Ocala Fl. 34475	1	Well 1	\$	8,000.00
	42-57-1569368					
Spruce Creek North	3424689	10994 SW 65th Ave. Ocala, FL 34476	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Deer Creek	DOH	8548 SW 67th Terr. Ocala, FL 34476	1	Well 1	\$	8,000.00
	42-57-1569368					
Libra Oaks	DOH	3631 SW 46th Ave. Ocala, FL 34474	1	Well 1	\$	8,000.00
	42-57-1569368					
Woods and Meadows	3424689	7320 SW 103rd Lane Ocala, FL 34476	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Buckskin Lake	3424689	18820 NE 249th Terr. Ft. McCoy, FL 32134	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Golden Holiday #1	DOH	1619 NW 30th Ave. Ocala, FL 34475	1	Well 1	\$	8,000.00
	42-57-1569368					
Golden Holiday #2	DOH	2200 NW 28th Ave Ocala, FL 34475	1	Well 1	\$	8,000.00
	42-57-1569368					
Fore Acres	3424897-7	4712 NE 21st Court Ocala, FL 34470	3	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
				Well 3	\$	8,000.00

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Stone Oaks	3424689	1046 NW 43rd Lane Ocala, FL 34470	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Windgate Estates	3424689	4161 NE 5th Terr. Ocala, FL 34470	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Sheri Oaks	DOH 42-57-1569368	1885 NE 126th Lane Anthony, FL 32617	1	Well 1	\$	8,000.00
Cedar Hills	3424897-7	3506 SE 33rd Court Ocala, FL 34471	3	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
				Well 3	\$	8,000.00
Fort King Forest	3424689	5155 SE 8th St. Ocala, FL 34471	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Greenfields/Indian Pines	3424689	5405 SE 38th St. Ocala, FL 34480	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Hi-Cliff/Sleepy Hollow	3424689	5500 SE 3rd Place Ocala, FL 34470	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
McAteer Acres	DOH 42-57-1569368	5399 SE 15th Court Ocala, FL 34480	1	Well 1	\$	8,000.00
Oak Creek Caverns	DOH 42-57-1569368	4000 SW 20th Ave Ocala, FL 34471	1	Well 1	\$	8,000.00
Pine Ridge Estates	3424689	4851 NE 10th St Ocala, FL 34470	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Ponderosa	3424689	12335 SE 126th Court Ocklawaha, FL 32670	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00

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VIDEO INSPECTION		
Size of Well	Cost per Foot	
4" Diameter	0 to 100' @ per foot	\$ 15.00
	Over 100' @ per foot	\$ 10.00
6" Diameter	0 to 100' @ per foot	\$ 15.00
	Over 100' @ per foot	\$ 10.00
8" Diameter	0 to 100' @ per foot	\$ 15.00
	Over 100' @ per foot	\$ 10.00
10" Diameter	0 to 100' @ per foot	\$ 15.00
	Over 100' @ per foot	\$ 10.00
12" Diameter	0 to 100' @ per foot	\$ 20.00
	Over 100' @ per foot	\$ 10.00
16" Diameter	0 to 100' @ per foot	\$ 20.00
	Over 100' @ per foot	\$ 10.00
24" Diameter	0 to 100' @ per foot	\$ 30.00
	Over 100' @ per foot	\$ 10.00

Submersible Cable Installation	
Size of Cable	
Size # 8	\$ 5.00
Size # 6	\$ 6.00
Size # 4/0	\$ 42.00
Size # 2/0	\$ 28.00
Size # 350MCM	\$ 75.00

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Rainbow Lakes Estates	3424897-7	21717 SW Honeysuckle St Dunnellon, FL 34431	3	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
				Well 3	\$	8,000.00
Turning Point Estates	3424689	13001 SW 3rd Court Ocala, FL 34473	2	Well 1	\$	8,000.00
				Well 2	\$	8,000.00
Waldbusser's	DOH	9000 SE 183rd Ave Ocklawaha, FL 32179	2	Well 1	\$	8,000.00
	42-57-1569368			Well 2	\$	8,000.00
	DOH					
	42-57-1569368					

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EXHIBIT B - FEE SCHEDULE

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Professional Services		
Item No.	Description	
COMPLETE PUMP OVERHAUL REGULAR HOURLY LABOR RATES- AS NEEDED SERVICES		
1	Machinist Operator	\$ 135.00
2	Miscellaneous Welding	\$ 125.00
3	Field Service/Repair Technician	\$ 135.00
4	Miscellaneous Electrical	\$ 150.00
COMPLETE PUMP OVERHAUL LABOR RATES-EMERGENCY SERVICES		
5	Machinist Operator	\$ 200.00
6	Miscellaneous Welding	\$ 145.00
7	Field Service/Repair Technician	\$ 175.00
8	Miscellaneous Electrical	\$ 200.00
EQUIPMENT HOURS		
9	Lifting Crane (Up to 30 ton -75 ft reach) with one (1) Operator	\$ 300.00
10	Lifting Crane (Over 30 ton -125 ft reach) with one (1) Operator and one (1) Helper	\$ 400.00
11	Light Equipment	\$ 150.00
12	Heavy Equipment	\$ 300.00
PARTS MARKUP		%
13	Parts Mark up percentage (documentation will be required when invoices are issued)	20