

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF OCALA, FLORIDA**

**AND**

**CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC.**

This Agreement made and entered into on 7/9/2024 by and between the Center for Transportation and the Environment (herein referred to as “CTE” or “Contractor”), located at 730 Peachtree Street, Suite 450, Atlanta, GA 30308 and the City of Ocala, Florida (herein referred to as “City of Ocala” or “City”), located at 110 SE Watula Avenue, Ocala, FL 34471, both hereinafter referred to collectively as the “Parties” and individually as “Party,” serves as the contract for the scope of work that CTE agrees to provide under the FTA Low-No 2023 Program.

**WHEREAS**, the City of Ocala was awarded a 2022 Federal Transit Authority (“FTA”) Low or No Emissions Vehicle grant to deploy zero-emission vehicles and related technology; and

**WHEREAS**, the City of Ocala has a need to engage experienced professionals for technical consulting services related to the deployment; and

**WHEREAS**, CTE is willing to perform and has the necessary skills to perform such services to the City of Ocala under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

The following attachments are incorporated by reference and made part of this Agreement herein:

*Attachment I:* CTE Statement of Work & Budget

*Attachment II:* Applicable Federal Terms & Conditions

**1) STATEMENT OF SERVICES TO BE PERFORMED**

By executing this Agreement, CTE agrees to perform and comply with the scope of work set forth in the Statement of Work (herein “Work”), attached and fully incorporated herein as *Attachment I*. CTE shall diligently work to perform the Work specified in the time and manner described and in accordance with the terms and provisions of this Agreement. CTE agrees to perform the Work with that standard of professional care, skill, and diligence normally provided in the performance of similar services.

**2) FEDERAL FUNDING**

CTE acknowledges that this Agreement is funded in part by the Federal Transit Administration (FTA) and is subject to Federal Terms & Conditions, included herein as *Attachment II*. With regard to their scope of work, CTE shall comply with all Federal Terms & Conditions applicable to the Work provided under this Agreement. Furthermore, CTE shall not take any action or fail to take any action that would jeopardize the City of Ocala’s compliance with applicable Federal Terms and Conditions.

**3) TERM OF AGREEMENT**

The period of performance for this Agreement shall commence upon the later of either the execution of this Agreement by both Parties or the date of a budget resolution to accept and appropriate funding from FTA. Services, work products and/or deliverables defined in CTE's Statement of Work shall be completed no later than **August 31, 2027**.

**4) AGREEMENT AMOUNT / INVOICING**

- A. This is a firm-fixed price agreement with milestone payments. The total firm fixed price to be paid for the Work performed under this Agreement is **SEVEN HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$708,000.00)**.
- B. CTE will invoice the City of Ocala upon completion of each milestone deliverable, as outlined in *Attachment I, CTE Statement of Work & Budget*. the City of Ocala shall review and accept or reject invoices within 15 business days, otherwise such invoices shall be deemed accepted. For any milestone deliverable requiring more than two months to complete, CTE shall have the option to submit an invoice for a progress payment on a pro rata basis.
- C. the City of Ocala shall pay CTE within 30 days of each accepted invoice.
- D. A final invoice will be submitted by CTE within 30 days of the end date of the project or Termination of this Agreement.
- E. Invoices will be submitted to Tye Chighizola, Director, City Projects, 110 SE Watula Avenue, Ocala, Florida, 34471 by mail, courier, or e-mail to [tchighizola@ocalafl.gov](mailto:tchighizola@ocalafl.gov). Payments to CTE shall be made via check or wire transfer.

**5) CHANGE ORDERS/PROJECT DELAYS**

the City of Ocala may, at any time, by written order, make changes within the scope of work and services contained in *Attachment I*. If such changes cause an increase in the budgeted cost of or the time required for performance, CTE shall notify the City of Ocala and provide a proposed adjustment within ten (10) days receipt of the written change order. In addition, if delays due to no fault of CTE extend the Project by more than ninety (90) days, CTE shall have the option to reasonably adjust any remaining milestone pricing. Any and all agreed adjustments shall be detailed in a written supplement to this Agreement and signed by both Parties.

**6) TERMINATION**

This Agreement may be terminated in whole or in part as follows:

- A. By either Party, if the other Party materially fails to comply with the terms and conditions of this Agreement and such failure is not corrected within **FIFTEEN (15) DAYS** following receipt of written notice from the non-breaching party.
- B. By the City of Ocala, upon **THIRTY (30) DAYS** written notification to CTE setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- C. By CTE, upon **THIRTY (30) DAYS** written notification to the City of Ocala setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- D. By the City of Ocala, if the City of Ocala's prime award supporting this Agreement is terminated by FTA.

Upon Termination, the City of Ocala will reimburse CTE for the contract price for all services performed in accordance with the manner of performance up to the effective date of termination, to include works in-progress.

## 7) INSURANCE

For the duration of this Agreement, CTE shall maintain, and shall require subcontractors, if any, to maintain the following insurance policies and minimum limits:

- A. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by CTE 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.
- i. CTE shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - ii. CTE shall waive and shall ensure that CTE's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. CTE's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - iii. 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.
- B. **COMMERCIAL GENERAL LIABILITY.** CTE 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:
- i. 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
  - ii. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for products and completed operations.
  - iii. Policy must include coverage for contractual liability and independent contractors.
  - iv. 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.
- C. **COMMERCIAL AUTO LIABILITY.** CTE shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of CTE's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If CTE does not own vehicles, CTE shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to CTE's Commercial General Liability policy or separate Commercial Automobile Liability policy.
- D. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS.** CTE shall procure and maintain, for a period not less than FIVE (5) YEARS from the date of acceptance of work by the City, a policy of professional liability/errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

- E. **CERTIFICATES OF INSURANCE.** No work shall be commenced by CTE under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall CTE 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. **CTE 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](mailto:vendors@ocalafl.gov).** CTE'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.
- F. **CITY OF OCALA AS ADDITIONAL INSURED.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, 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.**
- G. **NOTICE OF CANCELLATION OF INSURANCE.** CTE's Certificate of Insurance shall provide **Thirty (30) Days'** notice of cancellation, **Ten (10) Days'** notice if cancellation is for non- payment of premium. In the event that CTE's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CTE 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](mailto:vendors@ocalafl.gov).
- H. **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 CTE. CTE'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.
- I. **SEVERABILITY OF INTERESTS.** CTE 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.
- J. **ADDITIONAL INSURANCE REQUIREMENTS.**
- i. CTE's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by CTE shall not be interpreted as limiting CTE'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 CTE's interests or liabilities or to protect CTE from claims that may arise out of or result from the negligent acts, errors, or omissions of CTE, any of its agents or subcontractors, or for anyone whose negligent act(s) CTE may be liable.

- ii. No insurance shall be provided by the City for CTE under this Agreement and CTE shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
- iii. **Certificates of Insurance.** No work shall be commenced by CTE under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall CTE 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. **CTE 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](mailto:vendors@ocalafl.gov).** CTE'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.
- iv. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, 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.**
- v. **Notice of Cancellation of Insurance.** CTE's Certificate of Insurance shall provide Thirty (30) Days' notice of cancellation, Ten (10) Days' notice if cancellation is for non-payment of premium. In the event that CTE's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CTE 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](mailto:vendors@ocalafl.gov).
- vi. **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 CTE. CTE'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.
- vii. **Severability of Interests.** CTE 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.

**8) INDEMNIFICATION**

CTE will, indemnify, defend, and hold harmless the City of Ocala and its board members, directors, officers, and employees (collectively, the "Indemnitee") against any liabilities, losses, claims, expenses (including attorney's fees) or damage they may suffer as a result of third-party claims, demands, actions, costs or judgments arising from and to the extent caused by CTE's negligence or willful misconduct related to performance under this Agreement. Notwithstanding the foregoing, in no event will either Party be liable for any consequential, special, incidental, indirect or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity.

**9) INDEPENDENT CONTRACTOR**

The Parties agree that CTE, as well as any individual working for CTE, is an independent contractor and not an employee of the City of Ocala for any purpose. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture. Both Parties acknowledge that neither CTE nor any of its employees or subcontractors are employees of the City of Ocala for state or federal tax purposes and are not entitled to any employee benefits of the City of Ocala.

**10) OWNERSHIP OF WORK**

Upon payment of services rendered, CTE assigns to the City of Ocala all of its rights in the final version of the original works produced pursuant to this Agreement. If any CTE intellectual property (methods, processes, trade secrets, preexisting software) is included in its work, CTE grants the City of Ocala a nonexclusive, royalty-free, license to display and otherwise make lawful use of those materials as contemplated by this Agreement, so long as credit to CTE is provided. CTE may retain a copy of all material produced under this Agreement for use in its general business activities.

**11) CONFIDENTIALITY**

CTE agrees to keep confidential any the City of Ocala technical data, electronic files, and other written or oral information not in the public domain or not previously known and will not disclose any such data to any other party without the City of Ocala's prior written consent unless required by law.

**12) EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, CTE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, marital status, military status veteran status, sexual orientation, gender identity or expression, genetic information, HIV/AIDS status or any other protected characteristic under applicable law. CTE shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. CTE further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**13) RECORDS AND AUDITS**

CTE shall maintain records containing pertinent information (including billings, invoices, dates, length of time, services rendered, etc.) for a period of four (4) years after expiration or termination of this Agreement. The City of Ocala has the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and CTE agrees to allow the authorized auditor(s) reasonable access to such records during normal business hours. CTE agrees to

include a similar right of the City of Ocala in any subcontracts related to performance of this Agreement.

#### 14) FORCE MAJEURE

Neither CTE nor the City of Ocala shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or hostile governmental action, strikes, labor disputes, pandemics, fire or other casualty, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of CTE or the City of Ocala. Notwithstanding the above, if the cause of the force majeure event is due to the party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

#### 15) MISCELLANEOUS

- A. **Assignment.** Neither Party may assign its respective rights or duties under this Agreement to a third Party (except to a successor in interest to substantially all of the business of the assignor) without the prior written consent of the other Party.
- B. **Amendment or Waiver.** This Agreement may not be modified, amended or waived except by a written instrument executed by duly authorized representatives of both parties. No failure or delay in exercising any right shall operate as a waiver thereof.
- C. **Compliance with Laws.** CTE shall comply with all applicable federal, state, and local laws, rules, and regulations in performance of the Work under this Agreement.
- D. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all previous oral and written agreements, understandings, and communications of the Parties relating to such matters.
- F. **Governing Law.** This Agreement will be governed by and constructed in accordance with the laws of the State of Florida, USA, without regard to the conflict of laws principles thereof.
- G. **Headings.** Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- H. **Severability.** Should any part of this Agreement be rendered or declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision, which shall remain in full force and effect.
- I. **Subcontracting.** CTE may subcontract with third party providers in performance of specific tasks included in CTE's Statement of Work. In the event that subcontractors are used, CTE will notify the City of Ocala of the intent to use subcontractors and ensure subcontractor adherence to the same quality standards and assurances required of CTE, including adherence to applicable Federal Terms and Conditions.
- J. **Survival of Terms.** The provision of section 8 (Indemnification), 10 (Ownership of Work) and 11 (Confidentiality) shall survive the expiration or termination of this Agreement as well as

the provisions which by their nature would be intended to be applicable following any such termination or expiration.

- K. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- L. **Public Records.** CTE shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, CTE shall:
- i. Keep and maintain public records required by the public agency to perform the service.
  - ii. 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.
  - iii. 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 CTE does not transfer the records to the public agency.
  - iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CTE or keep and maintain public records required by the public agency to perform the service. If CTE transfers all public records to the public agency upon completion of the contract, CTE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CTE keeps and maintains public records upon completion of the contract, CTE 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 CTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CTE'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](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- 16) **E-VERIFY.** Pursuant to section 448.095, CTE 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. CTE 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, CTE 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. CTE understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and CTE 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. CTE shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.

**17) ELECTRONIC SIGNATURE(S).** CTE, 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.

Please indicate your acceptance of these terms by returning one signed copy of this Agreement to CTE.

**Center for Transportation & the Environment, Inc. (CTE):**

**Read, agreed to, and accepted by the City of Ocala:**

DocuSigned by:  
By: Dan Raudenbaugh  
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DocuSigned by:  
By: Barry Mansfield  
550E4A5AC2B44F7...

Title: Executive Director

Title: Council President

Date: 6/26/2024

Date: 7/9/2024

**Approved as to form and legality:**

DocuSigned by:  
William E. Sexton  
B07DCFC4E86E429...

By: William E. Sexton

Title: City Attorney

*Enclosures:*

Attachment I: CTE Statement of Work & Budget

Attachment II: Applicable Federal Terms & Conditions

## Statement of Work

CTE will use its Zero-Emission Smart Deployment Methodology to guide this project. Through nine primary phases, our methodology was designed to help agencies understand ZEB technologies and how to successfully deploy them. This Statement of Work (SOW) details these nine phases of the project and the specific tasks CTE will complete to support GILLIG and CBS Forest River in the deployment of twenty-six Ford-E transit vans and 5 GILLIG 35’ battery electric buses for their 2023 Low-No project. This SOW also includes CTE’s project controls and risk managing procedures to guide the effective and efficient management of this project. Each phase includes a brief summary of the activities included in this phase of the project and an estimated time to complete. Each phase also includes a description of the services provided by CTE during that phase and the associated CTE deliverables including payment type and value. A summation table of the phases and CTE milestones can be found at the end of this SOW.

### *Phase 1: Project Planning*

Estimated Time to Complete: 2 months

Phase 1 CTE Fee Total: \$36,000

CTE developed a high-level schedule as part of the 2023 Low-No grant proposal that includes estimated durations for all project phases. CTE will work with each team member to refine the general schedule from the proposal to incorporate specific project goals and constraints.

Under Phase 1, CTE will also work with the Suntran (City of Ocala), CBS Forest River, GILLIG, and other partners to finalize the project scope, approach, and timeline to define tasks, roles and responsibilities, and preliminary risks.

Phase 1 will result in a formal kickoff of the project with all stakeholders and project team members. The goal of the kickoff is to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

CTE will develop a project workbook that will outline these project goals and objectives, scope, and approach that will guide the execution of deliverables of the project. The workbook will define the key milestones, as well as activities and tasks, and timeline for the project.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are

ID	Deliverable	Billing Frequency	Fee
	Project Kick Off Meeting Agendas, Presentations and Minutes	One-time at deliverable completion	\$30,000
	Project Workbook	One-time at deliverable completion	\$6,000
		Total	\$36,000

## *Phase 2: Requirements Analysis*

Estimated Time to Complete: 4 months

Phase 2 CTE Fee Total: \$50,000

This task includes bus modeling, route simulation, charge modeling, rate modeling, and confirmation of the technical specifications for the bus and charging equipment.

CTE will determine the detailed requirements for the buses to reliably complete service, and develop deployment options that may influence operating costs, quality of service, or reliability. CTE's task for this phase are discussed below.

### ***Bus and Route Analysis***

CTE will collect route data on existing Suntran (City of Ocala) buses using GPS data loggers to capture time, distance, speed, acceleration, location, and grade. CTE will also collect local environmental conditions, passenger loading profiles, route planning details, and blocking schedules from Suntran (City of Ocala). CTE will model the selected Suntran (City of Ocala) routes, the Ford-E transit vans and the GILLIG 35-foot battery electric bus under a full range of operating conditions to predict the performance and energy consumption of the bus on the selected routes. The model uses powertrain simulation software developed by Argonne National Laboratory and modified by CTE to include OEM-supplied powertrain specifications. If those specifications are not provided by the vehicle OEM, CTE shall approximate the specifications and calibrate to Altoona test results.

Bus modeling is critical to battery electric bus deployments because range and charging needs can be highly dependent on route, traffic and weather conditions. CTE will use the results of the bus modeling to evaluate charging time requirements, inform the technical specifications of the buses and chargers, validate that the buses will perform as expected in Suntran's (City of Ocala) specific operating conditions, and identify risks in the current deployment plans along with corresponding corrective actions.

### ***Charge and Utility Rate Modeling***

CTE will use the energy consumption requirements determined during the Bus and Route Analysis to develop charging schedules based on various possible charging strategies (e.g. on-route only, on-route with depot backup, primary depot charging with on-route range extension charging). CTE will then develop an electrical utility rate model to evaluate the potential electrical loads, consumption, and cost implications of the various charging strategies using the applicable electrical utility rate schedules.

Based on the results of this analysis, CTE will evaluate the tradeoffs between cost, on-time performance, headway and reliability for the various strategies developed to support Suntran (City of Ocala) in selecting the optimal deployment approaches based on their specific goals.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	Bus and Route Analysis Modeling Presentation	One-time at deliverable completion	\$30,000
	Charge Modeling Presentation	One-time at deliverable completion	\$10,000
	Rate Modeling Presentation	One-time at deliverable completion	\$10,000
		Total	\$50,000

*Phase 3: Bus Procurement and Build*

Estimated Time to Complete: 12 months

Phase 3 CTE Fee Total: \$72,000

In this phase of the project, Suntran (City of Ocala) with assistance from CTE will finalize the bus specification and other documents required for bus procurement from CBS Forest River and GILLIG. CTE will review Suntran’s specifications for potential risks based on their experience with zero emission buses. Prior to the contract awards to CBS Forest River and GILLIG , CTE will provide Pre-Award Buy America Audits for each.

Suntran (City of Ocala) will execute procurement contracts with CBS Forest River and GILLIG. CBS Forest River and GILLIG will submit their final design for Suntran (City of Ocala) approval before proceeding with production. Suntran (City of Ocala) and CTE will participate in a pre-production meeting with CBS Forest River and GILLIG to confirm the design, and review quality control, quality assurance, and production procedures that will be in place for this order. Once the buses enter the production line, Suntran (City of Ocala) and CTE will meet with CBS Forest River and GILLIG regularly during the bus build to track progress. The phase will end with the delivery of the buses.

After delivery, CTE will conduct a Post-Delivery Buy America Audit to ensure the buses meet Buy America requirements. If needed, CTE may engage the services of external vendors to complete the Buy America audits.

Throughout this phase of the project, CTE will provide guidance and oversight to Suntran (City of Ocala) on bus procurement, design and manufacturing. CTE fees for providing these advisory services are included in the monthly project management fee and described in more detail in Phase 8.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	CTE Review of Suntran (City of Ocala) Technical Specifications for Buses	One-time at deliverable completion	\$30,000
	CTE Review of Suntran (City of Ocala) Bus Contract	One-time at deliverable completion	\$10,000
	Pre-Award Buy America Audits CBS Forest River	One-time at deliverable completion	\$8,000
	Post-Delivery Buy America Audits CBS Forest River	One-time at deliverable completion	\$8,000
	Pre-Award Buy America Audits GILLIG	One-time at deliverable completion	\$8,000
	Post-Delivery Buy America Audits GILLIG	One-time at deliverable completion	\$8,000
		Total	\$72,000

*Phase 4: Infrastructure Procurement, Design, and Build*

Estimated Time to Complete: 12 months

Phase 4 CTE Fee Total: \$20,000

This phase of the project includes all necessary steps to procure, design, build and install the charging infrastructure. Suntran (City of Ocala) and CTE will begin with developing a charging specification and other documents required for procurement of chargers.

Suntran (City of Ocala) will decide the procurement methodology for acquiring the chargers either through a bid process or buying through CBS Forest River and GILLIG. If a Request for Proposals to select a vendor for charging equipment is issued, CTE will assist Suntran (City of Ocala) in the technical evaluation of proposals received from charging vendors to ensure that Suntran (City of Ocala) understands the performance capabilities of each proposed charger.

Similarly, Suntran (City of Ocala) will determine the procurement process for design, construction and installation of the charging equipment. Suntran (City of Ocala) shall issue an RFP or IFB for site engineering (including civil, electrical, and mechanical), permitting, construction, and equipment installation, as needed.

CTE, CBS Forest River and GILLIG will work with Suntran (City of Ocala) during these tasks to finalize site concepts for the depot charging stations. The project team shall also meet with the local electrical utility to review charging requirements and site plans to ensure there are no issues with utility service to the facility.

Once the site preparation is completed and the charging equipment has been installed, the charging station installation contractor shall coordinate site inspection by the utility and the local authority having jurisdiction. The contractor or the charging equipment vendor will conduct grid-side commissioning after inspection and approval to energize is provided.

Once the battery electric buses are delivered, CBS Forest River, GILLIG, and charger vendor will commission the equipment for charging operations with their buses.

As referenced in the narrative above, CTE will provide guidance, oversight and coordination to Suntran (City of Ocala) throughout this phase of the project. CTE fees for providing these advisory services are included in the monthly project management fee and described in more detail in Phase 8.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	CTE Review of Technical Specifications for Chargers	One-time at deliverable completion	\$20,000
		Total	\$20,000

*Phase 5: Bus and Infrastructure Deployment*

Estimated Time to Complete: 2 months

Phase 5 CTE Fee Total: \$38,000

Suntran (City of Ocala) and CTE will work to develop a plan for post-delivery acceptance and performance validation testing, as well as for beginning revenue service. Suntran (City of Ocala) will conduct post-delivery inspections and acceptance testing. Suntran (City of Ocala) staff will receive the necessary training to operate and maintain the vehicles and charging equipment.

CTE will work with Suntran (City of Ocala), CBS Forest River, and GILLIG to validate the performance and operation of the buses and charging station through CTE’s performance validation approach. CTE will develop a validation test plan to compare against modeled performance and determine if any operational changes are needed. The plan will provide for operating buses along the plan route(s) under controlled conditions (ambient temperature, HVAC load, passenger load, traffic patterns, etc.).

CTE will conduct on-site validation testing based on the aforementioned plan and provide a validation test report to Suntran (City of Ocala). The report will include operational metrics as well as qualitative assessments of any issues that occur during validation. CTE will use the test

results to support Suntran (City of Ocala) in finalizing the deployment strategy and schedules based on real world performance. This phase will close with the buses entering revenue service.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	Validation Test Plan	One-time at deliverable completion	\$6,000
	Validation Test Report	One-time at deliverable completion	\$32,000
		Total	\$38,000

*Phase 6: Deployment Validation and Key Performance Indicators*

Estimated Time to Complete: 16 months

Phase 6 CTE Fee Total: \$96,000

After revenue service of the buses begins, CTE will collect, analyze, and report on Key Performance Indicators (KPIs) as a method of deployment validation to help track and understand the performance of BEBs for a period of 12 months each. These metrics will allow Suntran (City of Ocala) and FTA to fully understand operational metrics to determine if the projected benefits have been realized from the deployment of the electric buses, including impact on emissions, reductions in fuel consumption and cost, reductions in maintenance and costs, and any potential increase in ridership.

CTE will conduct a reporting workshop with Suntran (City of Ocala) to determine the KPIs they wish to capture and the procedures for collecting data.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	KPI Workshop Agenda, Presentation and Meeting Minutes	One-time at deliverable completion	\$6,000
	Monthly or Quarterly KPI Reports	Monthly or quarterly installments over a 12 month period	\$90,000
		Total	\$96,000

*Phase 7: Project Close Out*

Estimated Time to Complete: 2 months

Phase 7 CTE Fee Total: \$15,000

After the data collection period is over, CTE will issue a final report summarizing project results, findings, and lessons learned. Suntran (City of Ocala) will close out the project with FTA.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Billing Frequency Fee
	Final Report	One-time at deliverable completion	\$15,000
		Total	\$15,000

*Phase 8: Project Management, Administration, Reporting, and Control*

Estimated Time to Complete: 3.5 years

Phase 8 Fee Total: \$315,000

CTE will manage the entire deployment project including deployment planning; bus specification development; charger selection; infrastructure planning and procurement support; and final deployment. Project management will include but is not limited to the following activities:

- *Coordinating regular meetings and information sharing between project partners and stakeholders* – CTE will coordinate regular, timely and appropriate meetings with the needed staff. This will include recurring status meetings, as well as focused workshops and other events. Meeting coordination includes detailed agendas, meeting minutes and follow-up. These meetings and communications reduce effort required from Suntran (City of Ocala)’s staff, increase transparency, and ensure that the agency’s interests and goals are prioritized and fulfilled throughout the project term.
- *Advocating for the transit agency’s interests* – Within the project, CTE will act as an advocate and advisor solely focused on Suntran (City of Ocala)’s interests and concerns. CTE’s 25 years of expert experience in electric vehicle technology is crucial when considering the unique requirements of battery electric bus system planning, design, and construction. CTE’s unbiased experience and broad network of industry contacts results in rapid and impartial guidance, helping transit agencies select the technology that will best suit their needs and avoid pitfalls of electric bus implementation without being beholden to the bus manufacturer. CTE has proven experience in ensuring transparency on the capabilities, operation, and maintenance of battery electric buses, and ensuring that the final buses meet all specifications and service requirements.
- *Technical Advisory*– CTE provides technical advisory services throughout the project to ensure that Suntran (City of Ocala) staff understand the differences in technology and the best practices for deploying and operating ZEBs. CTE will advise Suntran (City of Ocala) on



ZEB technology best practices, key deployment strategies; ZEB supplier terms and conditions; charging strategies; oversight of bus manufacturing and design; construction and installation of charging stations; and ZEB training, operations, and maintenance.

- *Tracking project tasks, budget timeline and related project risks* — CTE will develop and maintain the project schedule, and ensure that all milestones and deliverables are completed effectively and on time. CTE will also rigorously track and drive the resolution of project risks and action items to ensure project success.

CTE’s project management fees will be split into years and invoiced in monthly installments.

Project Management	Billing Frequency	Fee
Months 1-12	Monthly installments of \$9,500 per month over a 12 month period	\$114,000
Months 13-30	Monthly installments of \$8,000 per month over an 18 month period	\$144,000
Months 31-42	Monthly installments \$4,750 per month over a 12 month period	\$57,000
	Total	\$315,000

Deliverables associated with this phase of the project may include but are not limited to the following:

- Project Status Meeting Agendas and Minutes
- Quarterly Management Reports (QMRs)
- Ad hoc Reports, Communications, and Presentations as requested
- Technical Review of RFP Responses for Charging Equipment
- Technical Review of Site Plans for Charging Equipment
- Tracking Project Tasks, Risks, Budgets, and Timeline

*Phase 9: Workforce Development Roadmap*

Estimated Time to Complete: 5 months

Phase 9 Fee Total: \$66,000

CTE will evaluate the impact of transitioning to zero-emission technologies on Suntran’s workforce. CTE will analyze the current workforce skills and future skill needs of the Suntran’s workforce. CTE will establish any gaps and work with Suntran (City of Ocala) to build a strategic roadmap to develop the required skills across impacted departments. This roadmap will include a suggested training content and timeline for hands-on departments and skills advancement guidelines for ZEB support departments. CTE will follow FTA guidance to ensure the current workforce is not displaced by the transition to ZEBs

ID	Deliverables	Billing Frequency	Fee
	Skills Gap Analysis Workshop, Agenda and Meeting Minutes	One-time at deliverable completion	\$6,000
	Skills Gap Analysis Presentation	One-time at deliverable completion	\$17,000
	Skills Gap Analysis Report	One-time at deliverable completion	\$10,000
	Training Timeline & Roadmap Workshop, Agenda and Meeting Minutes	One-time at deliverable completion	\$6,000
	Training Timeline & Roadmap Presentation	One-time at deliverable completion	\$17,000
	Training Timeline & Roadmap Report	One-time at deliverable completion	\$10,000
		Total	\$66,000

## Project Administration, Reporting & Control

CTE will guide the entire project by the control and risk management procedures detailed below. CTE's centralized management of the work program will enable team members to concentrate on exceeding project goals and ensure production of deliverables in a clear and well-coordinated manner. Details of CTE's processes for ensuring the efficient accomplishment of these tasks are as follows.

### Collaboration Tools

CTE will use e-mail, Dropbox and Smartsheet to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

### Communications Plan

Team members will participate in weekly or bi-weekly conference calls to discuss project status and current issues. Meeting minutes will be taken and shared to ensure open access to proceedings. Online video conferencing will be employed when team members desire a presentation format to share status updates. CTE will schedule additional conference calls with team members as needed.

### Reporting Plan

CTE will provide Suntran (City of Ocala) with quarterly summaries of project status and activities through Quarterly Management Reports (QMRs). The QMRs provide a summary of project status, progress, and accomplishments of the previous quarter and projections for the remainder of the project. The QMR will be structured to allow Suntran (City of Ocala) to easily incorporate the information into the required FTA Quarterly Report submitted by Suntran (City of Ocala). The QMR will document project progress and activities as well as describe any known risks and plans for mitigation.

CTE will compile the QMRs with input from team members. CTE will provide team members with a QMR template that will include:

- Summary narrative of accomplishments by task/milestone during the period
- Estimated % completion and expected completion dates of task/milestone
- Significant events affecting progress and discussion of project variances
- Remaining activities and expected completion dates

CTE will also compile a Final Management Report at the end of the project to summarize the project accomplishments, realized benefits, and lessons learned.

### Risk and Action Item Management and Mitigation Plan

CTE provides strong and engaged oversight of project progress through the suite of management controls and procedure outlined above. CTE's management method allows us to

anticipate and manage potential risks and ensures quick recognition of any unexpected project risks that arise. All identified risks are documented; assigned to project team members for research, analysis, and resolution; and tracked through the project. Risks and related tasks are prioritized to ensure that project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to Suntran (City of Ocala) management for immediate attention.

### **Schedule Control Plan**

CTE will be responsible for maintaining the overall schedule with input from team members.

Team members will report schedule status for their assigned tasks during the regular team calls. If the actual progress for a task is determined to be behind the planned schedule, CTE will work with Suntran (City of Ocala) to develop appropriate corrective action based on the schedule variance, the amount of work remaining, the impact on other tasks, and impact on the overall schedule.

**CTE Deliverables**

Phase	Task	Billing Frequency	Deliverable	Total	Cost per Installment (\$)
<b>1</b>	<b>Project Planning</b>			<b>\$36,000</b>	
		One-time at deliverable completion	Project Kick Off Meeting Agendas, Presentations and Minutes		\$30,000
		One-time at deliverable completion	Project Workbook		\$6,000
<b>2</b>	<b>Requirements Analysis</b>			<b>\$50,000</b>	
		One-time at deliverable completion	Bus and Route Analysis Modeling Presentation		\$30,000
		One-time at deliverable completion	Charge Modeling Presentation		\$10,000
		One-time at deliverable completion	Rate Modeling Presentation		\$10,000
<b>3</b>	<b>Bus Procurement and Build</b>			<b>\$72,000</b>	
		One-time at deliverable completion	CTE Review of Technical Specifications for Buses		\$30,000
		One-time at deliverable completion	CTE Review of Bus Contract		\$10,000
		One-time at deliverable completion	Pre-Award Buy America Audits CBS Forest River		\$8,000
		One-time at deliverable completion	Post-Delivery Buy America Audits CBS Forest River		\$8,000
		One-time at deliverable completion	Pre-Award Buy America Audits GILLIG		\$8,000
		One-time at deliverable completion	Post-Delivery Buy America Audits GILLIG		\$8,000
<b>4</b>	<b>Infrastructure Procurement, Design, and Build</b>			<b>\$20,000</b>	
		One-time at deliverable completion	CTE Review of Technical Specifications for Chargers		\$20,000
<b>5</b>	<b>Bus and Infrastructure Deployment</b>			<b>\$38,000</b>	
		One-time at deliverable completion	Validation Test Plan		\$6,000

		One-time at deliverable completion	Validation Test Report		\$32,000
	--		Updates to Operating and Charging Recommendations Document as Needed		--
<b>6</b>	<b>Deployment Validation and Key Performance Indicators</b>				
		One-time at deliverable completion	KPI Workshop Agenda, Presentation and Meeting Minutes		\$6,000
		One-time at deliverable completion	Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)		--
		Monthly or quarterly installments over a 12 month period	Monthly or Quarterly KPI Reports		\$90,000
<b>7</b>	<b>Project Close Out</b>				
		One-time at deliverable completion	Final Report		\$15,000
<b>8</b>	<b>Project Management, Administration, Reporting, and Control</b>				
		Monthly installments over 12-month period	Months 1-12		\$114,000
		Monthly installments over 18-month period	Months 13-30		\$144,000
		Monthly installments over 12-month period	Months 31-42		\$57,000
<b>9</b>	<b>Workforce Development Roadmap</b>				
		Skills Gap Workshop, Agenda and Meeting Minutes	One-time at deliverable completion		\$6,000
		Skills Gap Analysis Presentation	One-time at deliverable completion		\$17,000
		Skills Gap Analysis Report	One-time at deliverable completion		\$10,000
		Training Timeline & Roadmap Workshop, Agenda and Meeting Minutes	One-time at deliverable completion		\$6,000

		Training Timeline & Roadmap Presentation	One-time at deliverable completion	\$17,000
		Training Timeline & Roadmap Report	One-time at deliverable completion	\$10,000
<b>Total CTE Budget</b>				<b>\$708,000</b>

**Attachment II****Applicable Federal Terms & Conditions****1. No Government Obligation to Third Parties**

- (a) the City of Ocala and CTE 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 City of Ocala, CTE, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The CTE agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. Program Fraud and False or Fraudulent Statements and Related Acts**

- (a) 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 U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the CTE 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CTE 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.
- (b) 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3. 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 the City of Ocala, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives 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 the City of Ocala, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives and its contractors access to the sites of performance under this contract as reasonably may be required.

#### 4. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between the City of Ocala and FTA, 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.

#### 5. Civil Rights Requirements

The following requirements apply to the underlying contract:

- (a) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 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 FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, 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 FTA may issue
- (c) 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," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (d) 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, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, 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 FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **6. Employee Protections**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **7. Disputes**

The City of Ocala 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 City of Ocala and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the City of Ocala 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 City of Ocala's direction or decisions made thereof.

- (1) Performance during Dispute. Unless otherwise directed by the City of Ocala, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- (2) 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (3) Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala 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 City of Ocala is located.
- (4) 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 City of Ocala 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.

## 8. Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the requirements of this section in all its subcontracts that these requirements flow down to all subcontractor tiers.

## 9. Fly America

- (a) *Definitions*. As used in this clause-

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation.

**10. Government-Wide Debarment and Suspension (Nonprocurement)**

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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. As such, the contractor shall verify that none of the contractor, its principals, as defined at 2 CFR 1200, or affiliates, as defined at 2 CFR 1200, are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.

The Contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200 in any lower tier contract for \$25,000 or more.

By executing this Agreement, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Ocala. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**11. Lobbying**

Upon execution of the underlying Agreement, Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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.

- (c) Contractor will require that the language of this certification be included in the award documents for all sub-awards for more than \$100,000 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 clause is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification clause 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.

#### **12. Clean Air and Federal Water Pollution Control Act**

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to 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). The Contractor agrees to not use any violating facilities, to report each violation of use of prohibited facilities to the Transit Agency and understands and agrees that Transit Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **13. Recycled Products**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

#### **14. Safe Operation of Motor Vehicles**

- (a) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.
- (b) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Certificate Of Completion**

Envelope Id: E64ACB1D1C784F7F81F3BBE65E97B092	Status: Completed
Subject: SIGNATURE - Professional Services Agreement - Low-No Emissions Project (SUN/240750)	
Source Envelope:	
Document Pages: 29	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104


**Record Tracking**

Status: Original	Holder: Patricia Lewis	Location: DocuSign
6/24/2024 10:52:22 AM	plewis@ocalafl.org	
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**Signer Events**

Dan Raudebaugh  
 dan@cte.tv  
 Executive Director  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
7E826FA923614AC...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 38.142.98.250

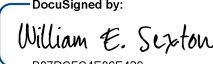
**Timestamp**

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 Viewed: 6/25/2024 4:03:06 PM  
 Signed: 6/26/2024 11:58:43 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/25/2024 4:03:06 PM  
 ID: 069c3707-556d-4236-acae-c0937faf7d51

William E. Sexton  
 wsexton@ocalafl.org  
 City Attorney  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B07DCFC4E86E429...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

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 Viewed: 7/2/2024 9:08:54 AM  
 Signed: 7/2/2024 9:10:41 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Barry Mansfield  
 bmansfield@ocalafl.org  
 Council President  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
550E4A5AC2B44F7...  
 Signature Adoption: Pre-selected Style  
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 Signed: 7/9/2024 11:15:57 AM

**Electronic Record and Signature Disclosure:**

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	7/9/2024 11:15:57 AM
Completed	Security Checked	7/9/2024 11:15:57 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**



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

### **How to contact City of Ocala - Procurement & Contracting:**

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

To contact us by email send messages to: [contracts@ocalafl.org](mailto: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](mailto: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](mailto: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](mailto: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.