Ocala City Council Agenda - Final
Tuesday, June 16, 2026

Meeting Information

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

https://www.ocalafl.gov/meetings

Time
4:00 PM

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

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

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

City Council's Strategic Priorities

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

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

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

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

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

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

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

1. Call to Order

2. Roll Call

2a. New Employees
- Connor Hartwig, Electric
- Jonathan Poust, Electric
- Anthony Eaglen, Growth Management
- Christo Petzer, Public Works

3. Public Notice

4. Proclamations and Awards

5. Presentations

5a. Presentation of the Mayor's Citizen Recognition Award to Eddie Leedy

5b. 2026 Citizens Academy Graduation

5c. Presentation of America 250 flag from Ocala Main Street to City of Ocala for display during the 250th anniversary celebration of the signing of the Declaration of Independence.

6. Consent Agenda

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

6a. Six-month extension to the cooperative purchasing agreement between City of Ocala and Playcore Wisconsin, Inc., doing business as Gametime, as amended, for final renewal period July 1, 2026, through December 30, 2026, with an aggregate expenditure not to exceed $80,000

Presentation By: Kathy Crile

6b. Memorandum of Understanding with the School Board of Marion County for high school swim team use of the City's Aquatic Fun Centers, with anticipated revenue not to exceed $10,000

Presentation By: John Spencer

6c. Budget Resolution 2026-144 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for Fund Balance for the purchase of a tested single-purpose K-9 in the amount of $16,500 **BR-2026-144**

Presentation By: Michael Balken

6d. Budget Resolution 2026-145 to amend the Fiscal Year 2025-2026 budget to accept and appropriate program income for the City of Ocala's Community Development Block Grant program in the amount of $16,338 and the State Housing Initiatives Partnership grant program in the amount of $4,529, for a total of $20,867 **BR-2026-145**

Presentation By: James Haynes

6e. Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $11,829

Presentation By: James Haynes

6f. Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $6,479

Presentation By: James Haynes

6g. Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $6,479

Presentation By: James Haynes

6h. Affordable Housing Incentive Fund disbursement to Robin Rose Construction, LLC for the construction of a new single-family affordable housing unit, in an amount not to exceed $15,697

Presentation By: James Haynes

6i. City of Ocala's Community Development Block Grant 2026 Annual Action Plan for submission to the Department of Housing and Urban Development

Presentation By: James Haynes

6j. Purchase of multiple actuators for Water Reclamation Facility No. 2 Leopold Filter System from Floworks USA, LP, doing business as Flotech, with a total cost of $91,600

Presentation By: Sean Lanier

6k. Resolution 2026-39 to allow public use on certain municipally owned properties to accommodate the recycling drop-off program **RES-2026-39**

Presentation By: Aubrey Hale

6l. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - July 7, 2026)

8a. Ordinance 2026-19 to rezone from O-1, Office District, to B-2A, Limited Business Commercial District, for property located at 619 SE 17th Street (Parcel 2917-002-000), approximately 2.04 acres (Case ZON26-0002) (Quasi-Judicial) **ORD-2026-19**

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

9a. Resolution 2026-41 to abrogate the segment of SW 25th Street between blocks 91 and 111, as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida. (Parcel 22714-111-03), approximately 0.179 acres. (Case ABR26-0001) (Quasi-Judicial). **RES-2026-41**

10. General Business

10a. One-year renewal of the Agreement for fuel supply and transfer services with Petroleum Traders Corporation in an amount not to exceed $3,500,000

Presentation By: John King

10b. Purchase of Laser Shot Judgment Training System in the amount of $160,610

Presentation By: Joshua Sasso

10c. Three-year contract with Cubix, Inc. for the provision of citywide carpet cleaning services with an estimated aggregate expenditure of $150,000

Presentation By: Gary Crews

10d. Additional expenditures under the agreement for roofing trade contract services for an increased aggregate expenditure not to exceed $579,815

Presentation By: Gary Crews

10e. Purchase of multiple actuators for Water Treatment Plant No.1 filters and pipe actuators system from Floworks USA, LP, doing business as Flotech, Inc. with a total cost of $115,350

Presentation By: Sean Lanier

10f. Resolution 2026-40 to execute a State-Funded Grant Agreement and accept the grant funds from the Florida Department of Transportation in the amount of $579,922 **RES-2026-40**

Presentation By: Sean Lanier

10g. Budget Resolution 2026-146 to amend the Fiscal Year 2025-26 budget to accept and appropriate grant funds from the Florida Department of Transportation in the amount of $579,922 **BR-2026-146**

Presentation By: Sean Lanier

10h. Budget Resolution 2026-147 to amend the Fiscal Year 2025-26 budget for the carry forward of prior fiscal year grant funds totaling $235,035 **BR-2026-147**

Presentation By: Janice Mitchell

10i. Re-award of the contract for grounds maintenance services for the City's northeast quadrant to Extreme Enterprises of Marion County, Inc., in the amount of $124,632

Presentation By: Darren Park

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Friday, June 19, 2026 - Juneteenth Holiday - City offices will be closed
- Tuesday, June 23, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissions Auditorium
- Friday, July 3, 2026 - City offices closed for Independence Day
- Tuesday, July 7, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, July 21, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, July 21, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 4, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 11, 2026 - City Council workshop RE: FY 2026/27 Budget - 12:00pm - Council Chambers
- Tuesday, August 18, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, August 18, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 25, 2026 - TPO Meeting - 3:00pm - Marion County Board of County Commissions Auditorium

17a. Monthly budget-to-actual report and Capital Improvement Project status report as of April 30, 2026

17b. Fire Assessment update and request to establish a date for the public hearing

17c. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-1438 Agenda Item #: 5a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Mayor's Citizen Recognition Award to Eddie Leedy

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1436 Agenda Item #: 5b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
2026 Citizens Academy Graduation

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1527 Agenda Item #: 5c.

Submitted By: Bill Spinney

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Presentation of America 250 flag from Ocala Main Street to City of Ocala for display during the 250th anniversary celebration of the signing of the Declaration of Independence.

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1169 Agenda Item #: 6a.

Submitted By: Greg Vandeventer

Presentation By: Kathy Crile

Department: Recreation and Parks

FORMAL TITLE:
Six-month extension to the cooperative purchasing agreement between City of Ocala and Playcore Wisconsin, Inc., doing business as Gametime, as amended, for final renewal period July 1, 2026, through December 30, 2026, with an aggregate expenditure not to exceed $80,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Recreation and Parks Department annually budgets and procures playground and fitness equipment for the public's enjoyment at City parks and public spaces.

The City of Ocala has the option of purchasing playground and fitness equipment through cooperative purchasing programs comprised of member cities, counties, and other public agencies to combine purchasing power and to secure volume discounts.

On May 15, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina, entered into a Master Agreement with Playcore Wisconsin, Inc., d/b/a Gametime, for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services (Contract No. 2017001134). This is a five-year contract with two two-year renewals, set to expire on June 30, 2026.

On February 20, 2018, the City Council authorized staff to purchase playground and outdoor fitness equipment, and site accessories, from the Mecklenburg contract (City contract REC/17-069).

On September 9, 2022, the City Council approved the First Amendment to the Cooperative Purchasing Agreement, renewing the agreement for an additional term from January 1, 2022, through December 31, 2024.

On February 20, 2025, the City approved the Second Amendment to the Cooperative Purchasing Agreement, renewing the agreement for an additional term from January 1, 2025, to June 30, 2026.

FINDINGS AND CONCLUSIONS:
On January 22, 2026, the County of Mecklenburg extended the agreement with Playcore, Wisconsin, Inc. d/b/a Gametime, from July 1, 2026, to December 31, 2026.

The Recreation and Parks Department has a continued need for the equipment and amenities covered under this contract to maintain existing playgrounds, outdoor fitness equipment, and park amenities.

The Recreation and Parks Department recommends an extension to the agreement between the City of Ocala and Playcore Wisconsin, Inc. d/b/a Gametime for a final six-month period beginning July 1, 2026, and ending December 30, 2026.

FISCAL IMPACT:
To date, Council has authorized the expenditure of $654,313.22 under Contract No. REC/17-069. Of that amount, $11,386 remains. The department anticipates expenditures during the final renewal term will not exceed $80,000. Funding is available in Fiscal Year 2025-26 in account 001-021-120-572-57-46010. Additional funding will be budgeted for Fiscal Year 2026-27 to cover anticipated purchases off this contract through December 30, 2026. Monies added for this renewal term will take the aggregate value of Contract No. REC/17-069's nine-year, six-month term, to $734,313.22.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

THIRD AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a for-profit corporation duly organized in the state of Wisconsin and authorized to do business in the state of Florida (EIN: 39-1720480) ("Company").

WHEREAS, on January 1, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina, entered into a Contract for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, Contract No.: 20177001134 (the "Mecklenburg County Agreement"); and

WHEREAS, on February 20, 2018, City and Company entered into a Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, (the "First Amendment") City of Ocala Contract No.: REC/17-069; and

WHEREAS, on September 9, 2022, City and Company entered into a First Amendment to Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "First Amendment") to extend the Original Agreement to an additional term from January 1, 2022 through December 31, 2024; and

WHEREAS, on February 20, 2025, City and Company entered into a Second Amendment to Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services (the "Second Amendment") to extend the Original Agreement for an additional term from January 1, 2025 to June 30, 2026; and

WHEREAS, City and Company now desire to extend the Original Agreement, as amended, for an additional six-month period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Company agree as follows:

1. **RECITALS.** City and Company hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between the City and Company, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for the final renewal period beginning **JULY 1 2026,** and terminating **DECEMBER 30, 2026**, in accordance with the document attached as **Exhibit A – Mecklenburg County Renewal**.
4. **COMPENSATION.** City shall pay Company an amount no greater than **EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000)** over the Renewal Term for the provision of playground and

outdoor fitness equipment, site accessories, surfacing and related products and services as described in the Contract Documents.

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

If to Company:	Playcore Wisconsin, Inc. D/B/A Gametime Attention: Donald R. King 150 Playcore Drive SE Fort Payne, Alabama 35967 Phone: 423-648-5891 E-mail: dking@playcore.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Company, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

PLAYCORE WISCONSIN, INC.
D/B/A GAMETIME

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: 4DA3BCA3-624E-4705-A154-0D462E256BB4

Contract#: 2017001134
Amendment#: 17
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SEVENTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SEVENTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventeenth Amendment") is made and entered into this 22nd of January 2026 by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021, to incorporate a 4.7% material surcharge.

J. The parties amended the Contract on May 17, 2021, to incorporate a 5.3% material surcharge.

K. The parties amended the Contract on July 14, 2021, to incorporate a 5% material surcharge.

L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.

O. The parties amended the Contract on July 10, 2023, to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

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Contract#: 2017001134
Amendment#: 17
Vendor#: 121531

P. The amended the Contract on December 22, 2023, to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

Q. The parties amend the Contract on January 22, 2025, to add new Products and Services and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.

R. The parties now desire to amend the Contract to extend the Term of the Contract by an additional six months and to incorporate 2026 Master Price List and Freight Rate Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Seventeenth Amendment by reference.
2. Defined terms used in this Seventeenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Seventeenth Amendment extends the Term of the Contract by six months to expire on December 30, 2026
4. This Seventeenth Amendment replace in their entirety Exhibit A - Pricing Sheets of the Contract and replace with Exhibit A.4 2026 Master GameTime OMNIA Price List which are attached.
5. This Seventeenth Amendment replace in their entirety Exhibit D - Freight Rate Schedule of the Contract and replace with Exhibit D.4 2026 GameTime OMNIA Contract Freight Rates which are attached
6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventeenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 1/1/2026

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: DocuSigned by: Liz Babson 6E8A64CDBC7D487... *(Signature)*

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 1/22/2026

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

SECOND AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a for-profit corporation duly organized in the state of Wisconsin and authorized to do business in the state of Florida (EIN: 39-1720480) ("Company").

WHEREAS, on January 1, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina, entered into a Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, Contract No.: 20177001134 (the "Mecklenburg County Agreement"); and

WHEREAS, on February 20, 2018, City and Company entered into a Cooperative Purchasing Agreement for the provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, (the "First Amendment") City of Ocala Contract No.: REC/17-069; and

WHEREAS, on September 9, 2022, City and Company entered into a First Amendment to the Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "First Amendment") to extend the Original Agreement for the first of two available two-year renewal periods, from January 1, 2022 through December 31, 2024; and

WHEREAS, City and Company now desire to extend the Original Agreement, as amended, for the second and final renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Company agree as follows:

1. **RECITALS.** City and Company hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between the City and Company, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for the final renewal period beginning **JANUARY 1, 2025,** and terminating **JUNE 30, 2026**, in accordance with the document attached as **Exhibit A – Mecklenburg County Agreement**.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

If to Company:	Playcore Wisconsin, Inc. D/B/A Gametime Attention: Clint Whiteside 150 Playcore Drive SE Fort Payne, Alabama 35967 Phone: 256-638-5914 E-mail: clint.whiteside@gametime.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Company, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/20/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E3B874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

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

William E. Sexton, Esq.
City Attorney

PLAYCORE WISCONSIN, INC.
D/B/A GAMETIME

By: Clint Whiteside
(Printed Name)

Title: Director of Sales Administration
(Title of Authorized Signatory)

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

Contract#: 2017001134
Amendment#: 16
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Sixteenth Amendment") is made and entered into this ____22_____ of __January_____ 2025, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021, to incorporate a 4.7% material surcharge.

J. The parties amended the Contract on May 17, 2021, to incorporate a 5.3% material surcharge.

K. The parties amended the Contract on July 14, 2021, to incorporate a 5% material surcharge.

L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.

O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

P. The amended the Contract to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

Q. The parties now desire to amend the Contract to add new Products and Services, and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Sixteenth Amendment by reference.
2. Defined terms used in this Sixteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2025 Master Price List which are attached hereto as Exhibit A.3.
4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2025 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.3.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

Contract#: 2017001134
Amendment#: 16
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 12/20/2024

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See attachment below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE:
_____

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: January 21, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 16

Contract Name: Plaground and Outdoor Fitness Equipment, Site Accesories, Surfacing, and Related

Vendor Legal Name: Playcore Wisconsin, Inc., dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f96f2b82106208b0860483da6d96b8

Docusign Envelope ID: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C

GameTime Omnia Contract No. 2017001134

Master Price List 2025

is available for inspection and copying at:

City of Ocala, Recreation & Parks

1307 NW Fourth Avenue

Ocala, Florida, 34475

Certificate Of Completion

Envelope Id: 0F4EA31E-BE62-44A4-A0F0-7221D3F49B8C
Status: Completed
Subject: Second Amendment to Cooperative Purchasing for Playground and Fitness Equipment (REC/17-069)
Source Envelope:
Document Pages: 8
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/18/2025 1:38:59 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/18/2025 2:08:37 PM Viewed: 2/19/2025 8:23:57 AM Signed: 2/19/2025 8:37:17 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/19/2025 8:37:19 AM Viewed: 2/20/2025 9:06:48 AM Signed: 2/20/2025 9:09:17 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/20/2025 9:09:18 AM Viewed: 2/20/2025 9:10:34 AM Signed: 2/20/2025 9:10:48 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2025 9:10:34 AM ID: c16e6a4a-1473-41cb-b6ad-abf8cd67d6c2		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/18/2025 2:08:37 PM
Certified Delivered	Security Checked	2/20/2025 9:10:34 AM
Signing Complete	Security Checked	2/20/2025 9:10:48 AM
Completed	Security Checked	2/20/2025 9:10:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Legislation Details (With Text)

File #:	2022-0810		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	3/28/2022	**In control:**	City Council
On agenda:	5/17/2022	**Final action:**	
Title:	Approve use of Omnia Partners competitive piggyback contract for playground equipment with Playcore Wisconsin, Inc. d/b/a GameTime in the amount of $476,252		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - First Amendment Agreement for Playground Equipment and Related Services - Playcore (REC17-069), 2. Contract REC 17-069, 3. Gametime Exhibit A Discount Schedule and Price Lists, 4. Gametime Exhibit B Installation Contract Pricing, 5. GameTime Proposal - Ocala Airport - 3-20-22		

Date	Ver.	Action By	Action	Result

Submitted By: Preston Pooser

Presentation By: Julie Johnson

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve use of Omnia Partners competitive piggyback contract for playground equipment with Playcore Wisconsin, Inc. d/b/a GameTime in the amount of $476,252

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Recreation and Parks Department annually budgets funds for replenishment of playground safety surfaces, parts for play equipment repairs, and miscellaneous playground and park amenity replacements averaging $80,000 per year.

The City of Ocala has the option of purchasing playground equipment and safety surfacing through the Omnia Partners program. Omnia is a national collaborative purchasing program that offers the ability for local governmental entities to utilize master agreements competitively solicited by other public agencies.

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The Ocala Airport will purchase playground equipment using this contract.

On January 1, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina entered into a Contract to Provide "Playground Equipment and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services", Contract No. 20177001134 (the Mecklenburg County Agreement).

FINDINGS AND CONCLUSIONS:

- Playcore/GameTime is an Omnia bid awardee under RFP No. 269-2017-028.
- Through Omnia, the City can utilize the Mecklenburg County Agreement contract 20177001134.
- In accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, the City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract.
- Staff has and continues to source commodities with other vendors to ensure City purchases off the Playcore/GameTime contract are competitive.

FISCAL IMPACT:
The Recreation and Parks Department anticipates spending $320,000 over the balance of the contract.

The costs of routine annual playground maintenance, parts and replacements, fitness equipment and site accessories ($80,000 per year/$320,000 total) will be covered in the Recreation and Parks Department annual general fund budget (001-021-120-572-57-46010).

The Ocala Airport anticipates spending $156,251.22 over the balance of the contract.
The cost of the Ocala Airport playground is $156,251.22 and will be covered in the airport budget (451-027-720-542-69-65010).

The Recreation and Parks Department will contribute $60,000 towards the cost of the airport playground through an interfund transfer which is provided on a budget resolution on the same agenda. These funds are available in the Recreation and Parks Department annual general fund budget (001-021-120-572-57-46010).

Total anticipated spending for the balance of the contract is $476,251.22.

PROCUREMENT REVIEW:
The piggyback has been reviewed and approved for compliance with the City's procurement policy.

LEGAL REVIEW:
Most recent contract version added. Contracting review complete.

ALTERNATIVE:
Table, Amend, or Deny

FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELEATED PRODUCTS AND SERVICES

FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELEATED PRODUCTS AND SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PLAYCORE WISCONSIN, INC. d/b/a GAMETIME**, a for-profit corporation duly organized in the state of Wisconsin and authorized to do business in the state of Florida ("Company").

R E C I T A L S :

WHEREAS, on January 1, 2017, after a competitive procurement process, the County of Mecklenburg, North Carolina, entered into a Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, Contract No. 20177001134 (the "Mecklenburg County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, on February 20, 2018, City and Company entered into a Cooperative Purchasing Agreement for the Provision of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, City of Ocala Contract No. REC/17-069 (the "Original Piggyback Agreement"), for the repair and replacement of playground equipment and routine annual playground maintenance, parts, and replacements; and

WHEREAS, City and Company now desire to extend the Original Piggyback Agreement for the first of two (2) additional two-year renewal terms available under the Original Piggyback Agreement; and

NOW THEREFORE, in consideration of the mutual covenants, conditions, advantages, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Company agree as follows:

T E R M S A N D C O N D I T I O N S :

1. **RECITALS.** The above referenced recitals are true and correct and are hereby incorporated into this Agreement.

2. **INCORPORATION OF ORIGINAL PIGGYBACK AGREEMENT.** The Original Piggyback Agreement between City and Company is hereby incorporated by reference in its entirety as if set forth herein and remains in full force and effect, except for any terms and conditions expressly amended by this First Amendment.

3. **RENEWAL TERM**. The Original Piggyback Agreement is hereby renewed for an additional two-year term beginning **JANUARY 1, 2022** and terminating **DECEMBER 31, 2024**. Thereafter, the

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parties acknowledge and agree that there remains the option for the Original Piggyback Agreement to be renewed for up to one (1) additional two-year period upon written agreement between the parties:

4. **NOTICES.** All notices, certifications or communications (collectively referred to as "Notices") required under this Agreement shall be given in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

If to City of Ocala

Tiffany Kimball, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352.629.8366
Fax: 352.690.2025
E-Mail: tkimball@ocalafl.org

With copy to:

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352.579.6536
E-Mail: rbatsel@lawyersocala.com

If to Company

PlayCore Wisconsin, Inc. d/b/a Gametime
Attention: Donald R. King
150 Playcore Drive SE
Fort Payne, Alabama 35967
Phone: 423.648.5891
Fax: 423.648.5903
E-Mail: dking@playcore.com

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Company, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

7. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on

Doc ID: bd17daa4043a67fbc576281225ba9ed49a122892

behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ire Bethea, Sr.
City Council President

09 / 09 / 2022
Date Executed

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

PLAYCORE WISCONSIN, INC. d/b/a GAMETIME

By: _____

Clint Whiteside
Printed Name

Manager of Sales Operations
Title

9/6/2022
Date Executed

Doc ID: bd17daa4043a67fbc576281225ba9ed49a122892

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - First Amendment to Cooperative Purchasing.....
FILE NAME	ORIGINAL - First ...- Playcore (R.pdf
DOCUMENT ID	bd17daa4043a67fbc576281225ba9ed49a122892
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 07 / 2022** 08:03:43 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 07 / 2022** 11:21:11 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**09 / 07 / 2022** 11:22:01 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**09 / 09 / 2022** 13:53:59 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 09 / 2022** 13:57:30 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - First Amendment to Cooperative Purchasing.....
FILE NAME	ORIGINAL - First ...- Playcore (R.pdf
DOCUMENT ID	bd17daa4043a67fbc576281225ba9ed49a122892
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**09 / 09 / 2022** 15:11:18 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 09 / 2022** 15:11:27 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 09 / 2022** 15:11:27 UTC-4	The document has been completed.

Contract No. 2017001134
Vendor No. 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of January 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements: Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY**:

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

    (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

    (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. **RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

    29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

    29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

        29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

        29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

        29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

        Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Randy A. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

EXHIBIT F
SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)
IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.
The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**
New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**
The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material.**
Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**
All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**
The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management.**
The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**
The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**
The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**
The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.
Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.
Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.
All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.
Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.
Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 02/20/18

Subject: REC/17-069 Purchase of Play Equipment and Safety Surface - GameTime/Playcore

Submitted By: Kathy Crile

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 11835) purchase of play equipment, parts and safety surface from Playcore Wisconsin, Inc. d/b/a GameTime in the amount of $338,062

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence, Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Recreation and Parks Department annually budgets funds for replenishment of playground safety surface, parts for play equipment repairs, and miscellaneous playground and park amenity replacements averaging no more than $60,000 per year.

In September 2017, the City of Ocala was affected by Hurricane Irma, causing damage to property including the safety surface at Tuscawilla playground and a small piece of equipment at Heritage Nature Conservancy. Since then, staff has been working with Risk Management and the vendor to finalize the scope of work and funding for repair/replacement of same.

The City of Ocala has the option of purchasing playground equipment and safety surfacing through the US Communities program. US Communities is a national collaborative purchasing program which offers the ability for local governmental entities to utilize master agreements competitively solicited by other public agencies.

In January 2017, the City of Charlotte issued RFP (No. 269-2017-028) *"Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services"* and subsequently entered into a Master Agreement with Playcore (d/b/a GameTime) under the US Communities program for same. This is a five year contract.

FINDINGS AND CONCLUSIONS:

- Playcore/GameTime is a US Communities bid awardee under RFP No. 269-2017-028.
- Through US Communities, the City can utilize the City of Charlotte's contract 2017001134.
- Florida State Statute 163.1 - Florida Interlocal Cooperation Act 1969 authorizes the use of such purchasing co-ops.
- Staff has and continues to source commodities with other vendors to ensure City purchases off the Playcore/GameTime contract are competitive.

FISCAL IMPACT: The Recreation and Parks Department anticipates spending $338,062 over the balance of the contract (four years).

The cost for repairs related to Hurricane Irma is $98,062, which includes the Tuscawilla Playground poured-in-place surface ($93,775), and the playground equipment at Heritage Nature Conservancy

($4,287). These costs will be covered by the City's insurance.

The costs of routine annual playground maintenance, parts and replacements ($60,000 per year/$240,000 total) will be covered in the Recreation and Parks Department annual general fund budget (001-21-120-572).

PROCUREMENT REVIEW: The agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW: N/A - Direct supply purchase.

ALTERNATIVE: Deny, Table or Amend

SUPPORT MATERIALS:

US Communities Gametime Playground Equipment Co-op Contract (PDF)
Tuscawilla Safety Surface Repair Quote (PDF)
Heritage Nature Conservancy Dragon Fly Quote (PDF)
Gametime Exhibit A- Discount Schedule and Price Lists (PDF)
Gametime Exhibit B- Installation Contract Pricing (PDF)

File #: 2026-1346 Agenda Item #: 6b.

Submitted By: John Spencer

Presentation By: John Spencer

Department: Recreation and Parks

FORMAL TITLE:
Memorandum of Understanding with the School Board of Marion County for high school swim team use of the City's Aquatic Fun Centers, with anticipated revenue not to exceed $10,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Since 2003, the City of Ocala has partnered with the School Board of Marion County to allow high school swim teams to use the Jervey Gantt and Hampton Aquatic Fun Centers for practices and swim meets.

FINDINGS AND CONCLUSIONS:
Marion County Public Schools has requested the use of the Aquatic Fun Centers for high school swim team activities for the 2026-2027 school year. This Memorandum of Understanding (MOU) assists the school system in meeting the extracurricular needs of students.

Practices and meets are expected to take place approximately five days per week, between 3:00 p.m. and 8:00 p.m., subject to the final swim team schedule. These times will not conflict with City programs or other scheduled activities.

The School Board will pay the City in accordance with the Council-approved Recreation and Parks fee schedule. This includes a $40 daily facility rental fee plus $50 per hour per lifeguard, based on the required 1:25 lifeguard-to-swimmer ratio.

The City will issue one invoice to the School Board for all swim team usage fees at the end of the season. The School Board must pay the invoice in full within 30 calendar days of receipt.

Staff recommends approval.

FISCAL IMPACT:
Revenue generated under this MOU is not expected to exceed $10,000. All revenue will be deposited into the Recreation and Parks revenue account: General Fund Rent - Recreation Centers (non-taxable) 001-362-000-000 -02-36170.

Expenses related to this MOU will not exceed the revenues generated. The expenses are budgeted in the Recreation and Parks expenditure account: Recreation/Salaries Part-time (001-021-123-575-57-13010).

PROCUREMENT REVIEW:
The Memorandum of Understanding has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
This Memorandum of Understanding will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCALA AND MARION COUNTY SCHOOL BOARD FOR THE USE OF THE JERVEY GANTT AND HAMPTON AQUATIC FUN CENTERS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE SCHOOL BOARD OF MARION COUNTY FLORIDA** ("School Board").

WHEREAS, the City of Ocala owns and operates the Jervey Gantt Aquatic Fun Center, located at 2390 SE 36th Avenue, Ocala, Florida, and the Hampton Aquatic Fun Center, located at 255 NW Martin Luther King Jr. Boulevard, Ocala, Florida, for the use and benefit of its citizens (collectively referred to as the "Aquatic Centers"); and

WHEREAS, the School Board desires to utilize the Aquatic Centers for swim team tryouts, practices, and meets for all high schools within the school district (collectively referred to as the "Swim Teams") during the 2026–2027 school year; and

WHEREAS, the City of Ocala desires to enter into this Memorandum of Understanding ("MOU") to establish the terms and conditions governing the use of the Aquatic Centers by the School Board's Swim Teams during times that do not conflict with City programs or activities, or those of its contracted partners;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the School Board agree as follows:

1. The City shall grant the School Board's Swim Teams access to the Aquatic Centers for the purpose of conducting tryouts, practices, and swim meets, subject to availability and provided such use does not conflict with City programs, activities, or those of its contracted partners.
2. In consideration of access to the Aquatic Centers under this MOU, the School Board agrees to utilize the facilities in accordance with all terms, conditions, and requirements set forth in this MOU.
3. **COMPENSATION**. The School Board agrees to pay all costs and fees directly related to the conduct of permissible activities engaged in by its Swim Teams, as follows:
   A. **Aquatic Centers Use and Access**: The School Board agrees to pay for all days and hours of Aquatic Centers usage, are not expected to exceed $10,000.00, at the rates stated below:
      i. **Facility Rental and Lifeguard Fees.** The daily total fees shall include the sum of the *Facility Rental Fee* and *Lifeguard Fee* for each day the Aquatic Centers are utilized by the Swim Teams. Daily Fees are calculated as follows:
         - Facility Rental Fee: **FOURTY AND NO/100 DOLLARS** ($40.00) per day for *Aquatic Facility Rental (Plus cost of lifeguards) Up to 3 hours per day*, for usage up to three (3) hours per day.
         - Lifeguard Fee of **FIFTY AND NO/100 DOLLARS** ($50.00) per hour, per lifeguard, based on the *Recreation Center Rental Staffing* rate, for every hour the Aquatic Centers are utilized by the Swim Teams, and in compliance with the required 1:25 lifeguard-to-swimmer ratio as stated in Section 7.B.

Lifeguard Fee (per hour, per guard)	# of Lifeguards	Total Lifeguard Cost	Rental + Lifeguard Daily Total
$50.00	1	$150.00	**$190.00**
$50.00	2	$300.00	**$340.00**

B. **Invoicing and Payment**: The City shall prepare and submit to the School Board a single invoice for all Swim Team usage fees covering the entire 2026-2027 school year swim season. The invoice shall be issued no later than November 30, 2026, promptly following the conclusion of the season (or, if applicable, no later than thirty (30) days after the final Swim Team event). The School Board shall pay the invoice in full within **THIRTY (30)** calendar days of the invoice date. Failure to render payment when due shall result in immediate termination of this MOU without further notice.

C. **Heated Pool Use Availability**: The stated daily rates for Swim Team use do not include the cost of pool heating. The School Board acknowledges that it has **no interest** in using the pool heater and, therefore, will incur no pool heating expenses.

4. **EFFECTIVE DATE, TERM, AND TERMINATION**. This MOU shall become effective on **July 15, 2026**, and shall continue in full force and effect through **November 14, 2026** (the "Contract Term"). Either party may terminate this MOU, with or without cause, by providing the other party with **TEN (10) days' prior written notice**.

5. **SCHEDULING AND PRIORITY OF USE**. The School Board acknowledges and agrees that programs and services offered at the Aquatic Centers by the City and its contracted partners shall have priority over Swim Team use.

A. **Scheduled Usage**: The parties anticipate that the School Board's Swim Teams will hold tryouts, practices, and swim meets approximately **five (5) days per week** between the hours of **3:00 p.m. and 8:00 p.m.** during the Contract Term. The School Board shall provide the City with a proposed monthly schedule of requested usage **no later than the 15th day of the month preceding the scheduled usage.** The proposed schedule shall be emailed to the Recreation Manager over Aquatics and the Aquatics Recreation Program Coordinator. All scheduling is subject to the sole discretion and approval of the City's Director of Recreation and Parks or designee.

B. **No Guarantees**: The City makes no guarantee regarding the availability of specific days or times for Swim Team use of the Aquatic Centers.

C. **Location of Use**: Jervey Gantt Aquatic Fun Center shall be considered the preferred location; however, as stated in Section 5.B (No Guarantees), the City makes no assurance that the preferred location will always be available. Swim Team activities may occur at either the Jervey Gantt Aquatic Fun Center or the Hampton Aquatic Fun Center, subject to availability and approval by the City.

6. **AQUATIC CENTERS POLICIES AND BEST PRACTICES**. The parties agree that all Aquatic Centers policies, rules, and regulations shall apply to the School Board's Swim Team participants,

coaches, representatives, and to any invitees competing in or attending swim meets or other activities conducted at the Aquatic Centers pursuant to this MOU. The School Board shall be responsible for ensuring that all participants, coaches, and representatives comply with Aquatic Centers policies, rules, and regulations while on the premises during all related practices, activities, and events.

7. **SUPERVISION AND SAFETY**.

   A. **Adult Supervision**. The School Board shall provide **one (1) adult coach per team**, who must be present and on duty at all times during the Swim Team's use of the Aquatic Centers.

   B. **Lifeguard Requirements**. The parties agree that a minimum of **one (1) certified lifeguard shall be on deck for every twenty-five (25) swimmers** (1:25 lifeguard-to-swimmer ratio). A person cannot safely perform the duties of a lifeguard and coach (or instructor) simultaneously.

      i. Lifeguard Certification. A qualified lifeguard is an individual who has received training as a first responder in water rescue and holds a current certification in adult and child CPR, First Aid, and AED, equivalent to that provided through nationally recognized lifeguard training programs such as the American Red Cross or Ellis & Associates.

   C. **Lifeguard Provision**. The City shall be responsible for providing the School Board with the required lifeguards pursuant to this Section.

8. **STORAGE OF ITEMS**. The School Board's Swim Teams shall not store any items at the Aquatic Centers without prior written approval from the City's Director of Recreation and Parks or designee. If such approval is granted, the School Board acknowledges and agrees that any storage is at the owner's sole risk. The City assumes no responsibility or liability for loss, theft, or damage to any items stored at the Aquatic Centers, whether or not such storage was approved.

9. **INDEMNITY**. Each party shall be liable for its own acts and negligence arising out of the activities contemplated by this Agreement. School Board shall indemnify, defend, and hold harmless the City and its elected officials, employees and volunteers against any actions, damages, claims, losses, costs, and expenses (including attorneys' fees) which may be asserted against the City arising out of School Board's use of the Aquatic Centers to include, without limitation, harm or personal injury to third persons. City shall indemnify, defend, and hold harmless School Board against any actions, damages, claims, losses, costs, and expenses (including attorneys' fees) arising out of the sole negligence of City or of the City's officers, agents, or employees in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. Parties agree to notify the other in writing within **TEN (10)** days of receipt of any notice of any action against each pertaining to this matter. Such notice must be issued by certified mail, return receipt requested or by overnight courier. The notification shall be deemed to have been provided on the date such notice is postmarked regardless of whether the party receives said notification.

10. **NO WAIVER OF SOVEREIGN IMMUNITY**. Nothing in this MOU is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity

may be applicable or of any rights or limits to liability existing under §768.28, Florida Statutes. This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

11. **INSURANCE REQUIREMENTS.** School Board shall be required to procure and maintain during the term of this MOU and any other periods where School Board's Swim Teams are utilizing the premises, at its own expense, a policy or policies of general liability insurance and food liability insurance providing coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from School Board's use of the Aquatic Centers facility. The general liability policy is required to have policy limits of not less than One Million Dollars ($1,000,000) for injury to one person arising out of a single incident, Two Million Dollars ($2,000,000) for injuries to more than one person arising out of a single incident, and One Hundred Thousand Dollars ($100,000) for property damage.

    A. These insurance requirements do not relieve or limit the liability of School Board. City does not represent that the types or amounts of insurance required herein are sufficient or adequate to protect the School Board's interests or liabilities but are merely minimums. The insurance required to be obtained and maintained by the School Board herein shall be considered primary, and any insurance or self-insurance of the City shall be considered excess, as may be applicable, to claims against City which may arise. No insurance is provided by the City under this MOU to cover the School Board.

    B. **Deductibles**. The School Board shall be responsible for the payment of any deductibles/self-insured retentions required under this MOU and shall disclose the amount of any deductibles/self-insured retentions to the City. The City reserves the right to disapprove of any said deductible amounts.

    C. **Certificates of Insurance.** School Board shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A, showing the "City of Ocala" as an Additional Insured. The certificate holder on the Certificate of Insurance should be: City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, Florida 34471, E-Mail: vendors@ocalafl.gov. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. The School Board must provide **TEN (10)** days written notice to the City in the event of cancellation. (*Non-rated insurers must be pre-approved by the City Risk Manager).

    D. **Failure to Maintain Coverage.** In the event the School Board fails to disclose applicable deductibles/self- insured retentions or fails to obtain or maintain in full force and effect any insurance coverage required under this MOU, School Board shall be considered to be in default of this MOU.

12. **PUBLIC RECORDS.** School Board and City shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, School Board and City shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise

provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the School Board does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the School Board and/or City or keep and maintain public records required by the public agency to perform the service. If the School Board and/or City transfer all public records to the public agency upon completion of the contract, the School Board and/or City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board and/or City keep and maintain public records upon completion of the contract, the School Board and/or the City 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 SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-MAIL: CLERK@OCALAFL.GOV; CITY HALL, 110 SE WATULA AVENUE, OCALA, FL 34471.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.

13. **ENTIRE AGREEMENT.** This MOU, including exhibits, (if any) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this MOU. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this MOU. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. **AMENDMENT.** No amendment to this MOU shall be effective except those agreed to in writing and signed by both parties to this MOU.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding on _____.

ATTEST:

_____
Angel B. Jacobs

CITY OF OCALA

_____
Ire J. Bethea Sr, Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

_____
Sarah James, Ed.D
Board Chair

_____
Danielle Brewer, Ed.D.
Superintendent

File #: BR-2026-144 Agenda Item #: 6c.

Submitted By: Sarah Gifford / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Budget Resolution 2026-144 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for Fund Balance for the purchase of a tested single-purpose K-9 in the amount of $16,500

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Police Trust and Agency Fund was created to deposit revenues received from federal, criminal, administrative, or civil forfeiture proceedings. The Ocala Police Department recently retired one of its drug detection dogs which necessitates the acquisition of a new drug detection dog.

FINDINGS AND CONCLUSIONS:
The Ocala Police Department's acquisition of specialized single-purpose K-9 with drug detection capabilities will enhance both public and police safety by assisting officers with open-air drug sniffs, parcel interdiction, and locating drugs associated with criminal activity. Staff recommends approval.

FISCAL IMPACT:
The transfer of funds will enable the agency to utilize the accumulated funds in 610-018-808-521-68-67010 (Collections/Other Fixed Asset) to purchase a single-purpose K-9.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-144

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS FROM THE POLICE TRUST AND AGENCY FUND RESERVE FOR FUND BALANCE FOR AGENCY EXPENSES IN THE AMOUNT OF $16,500

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

WHEREAS, the Ocala Police Department requires tools and equipment to enhance operational efficiency and better serve the community; and

WHEREAS, utilizing $16,500 to purchase a specialized single-purpose K-9 with drug detection capabilities will enhance both public and police safety by assisting officers with open-air sniffs, parcel interdiction, and locating drugs associated with criminal activity.

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

SOURCE:

610-099-999-521-81-99999	Reserve for Fund Balance	$16,500

USE:

610-018-808-521-68-67010	Collections/Other Fixed Assets	$16,500

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton

City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

MAKOR K9 OF WV

Jay Kerr
Business Number 304-951-5965
119 Paris lane White Oak, WV 25989
304-951-5965
www.makork9ofwv.com
info@policedogcenter.com

INVOICE
INV3078

DATE
May 7, 2026

DUE DATE
May 21, 2026

BALANCE DUE
USD $16,500.00

BILL TO

Ocala Police Department

Dustin Keuntjes
402 S. Pine Ave Ocala, FL 34471
352-369-7000
dkeuntjes@ocalapd.gov

DESCRIPTION	RATE	QTY	AMOUNT
1 trained single purpose K9 (breed of choice) @ $16500 2 year health warranty hips, elbows, spine 2 year workability	$16,500.00	1	$16,500.00

Payment Info

PAYMENT INSTRUCTIONS
We accept check, wire, or Credit Card

BY CHECK
MAKOR K9 OF WEST VIRGINIA LLC.

SUBTOTAL	$16,500.00
TAX (6%)	$0.00
TOTAL	$16,500.00
BALANCE DUE	**USD $16,500.00**

File #: BR-2026-145 Agenda Item #: 6d.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Budget Resolution 2026-145 to amend the Fiscal Year 2025-2026 budget to accept and appropriate program income for the City of Ocala's Community Development Block Grant program in the amount of $16,338 and the State Housing Initiatives Partnership grant program in the amount of $4,529, for a total of $20,867

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On June 22, 2022, the City's Community Programs Division executed a contract to perform housing rehabilitation of property located at 3808 NE 19th Street Circle, in the amount of $10,765. On June 22, 2023, Community Programs executed a Mortgage Note Modification Agreement in the amount of $23,000 for additional rehabilitation work at the stated property.

FINDINGS AND CONCLUSIONS:
On May 13, 2026, Community Programs received a check for the balance of the deferred mortgage in the amount of $20,867.56. Staff recommends that the amount be accepted via the proposed budget resolution and added to the Fiscal Year 2025-26 Community Development Block Grant and State Housing Initiative Program grant budgets, to further assist low-income families with approved housing rehabilitation activities.

FISCAL IMPACT:
Source:

346-369-000-000-16-36943	$ 16,338
140-369-000-000-16-36943	$ 4,529

Use:

346-060-644-554-55-34010	$ 16,338
140-050-699-559-55-34010	$ 4,529

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-145

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE PROGRAM INCOME FOR THE CITY OF OCALA'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF $16,338 AND THE STATE HOUSING INITIATIVES PARTNERSHIP GRANT PROGRAM IN THE AMOUNT OF $4,529 FOR A TOTAL OF $20,867

WHEREAS, the City of Ocala is recognized as a federally entitled community based on its population and therefore receives an annual allotment of Community Development Block Grant (CDBG) funding and State Housing Initiatives Partnership (SHIP) grant; and

WHEREAS, on June 22, 2022, the City's Community Programs Division executed a contract to perform housing rehabilitation of property located at 3808 NE 19th Street Circle, in the amount of $10,765; and

WHEREAS, on June 22, 2023, Community Programs executed a Mortgage Note Modification Agreement in the amount of $23,000 for additional rehabilitation work at the stated property; and

WHEREAS, on May 13, 2026, Community Programs received a check for the balance of the deferred mortgage in the amount of $20,867.56.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below to appropriate $20,867 to carry out activities as outlined in the City's 2024-2028 Consolidated Plan.

SOURCE:

346-369-000-000-16-36943	Misc-Program Income-Principal	$ 16,338
140-369-000-000-16-36943	Misc-Program Income-Principal	$ 4,529
	Total	$ 20,867

USE:

346-060-644-554-55-34010	Other Services	$ 16,338
140-050-699-559-55-34010	Other Services	$ 4,529
	Total	$ 20,867

This resolution adopted this 2nd day of June 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

April 30, 2026

Brick City Title Insurance Agency
521 NE 25th Avenue
Ocala, FL 34470

Attention: Payoff Department

Re: **GRNT21-0042 – Alma Mares (CDBG & SHIP)**

To Whom It May Concern,

The payoff amount for the City of Ocala's Mortgage and Note Modification Agreement dated June 22, 2023, BK 8087 PGS 792-798 for Alma Mares located at 3808 NE 19th Street Circle, Ocala FL 34470 is:

CDBG: $16,338.40 and SHIP: $4,529.16 for estimated payoff date on or before **May 15, 2026**. Please see attached Payoff Request.

Please prepare a check in the amount of **$20,867.56** payable to **City of Ocala** and indicate on the check memo: **GRNT21-0042: CDBG: $16,338.40 and SHIP: $4,529.16**. Please mail it to **City of Ocala, Attn Community Housing Services, 2200 NW 17th Place, Ocala, FL 34475.**

Should you have any further questions or concerns, please contact me at 352-629-8312.

Thank you,

James Haynes, MBA
Director, Community Housing Services

ALMA MARES PAYOFF CALCULATION _ CDBG

Loan Amount	$ 23,000.00
10-yr Mortgage Forgiveable (120 months)	
Amount Forgiven Monthly	$ 191.67
Amount Forgiven Daily	$ 6.30
Amount Forgiven 06/22/2023 - 06/22/2025 ($191.67 * 24 months)	$ 4,600.00
Amount Forgiven 07/22/2025 - 4/22/2026 ($191.67 * 10 months)	$ 1,916.67
Amount Forgiven 04/23/2026 - 05/15/2026 ($6.30 * 23 days)	$ 144.93
Total Forgiven	$ 6,661.60
Total Payoff Balance	**$ 16,338.40**

ALMA MARES PAYOFF CALCULATION _ SHIP

Loan Amount	$10,765
5-yr Mortgage Forgiveable (60 months)	
Amount Forgiven Monthly	$ 179.42
Amount Forgiven Daily	$ 5.90
Amount Forgiven 06/22/2022 - 06/22/2025 ($179.42 * 24 months)	$ 4,306.00
Amount Forgiven 07/22/2025 - 04/22/2026 ($179.42 * 10 months)	$ 1,794.17
Amount Forgiven 04/23/2026 - 05/15/2026 ($5.90 * 23 days)	$ 135.67
Total Forgiven	$ 6,235.84
Total Payoff Balance	**$ 4,529.16**

File #: 2026-1469 Agenda Item #: 6e.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $11,829

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City established the Affordable Housing Fund to incentivize new construction and the rehabilitation of affordable housing by offering funding to offset development charges and fees, including building permits, plumbing permits, electrical permits, mechanical permits, gas permits, fire review fees, site plan review fees, fees to access city-owned drainage retention areas, water and sewer impact fees, water meter charges, and sidewalks.

FINDINGS AND CONCLUSIONS:
In accordance with Sec. 106-105 Housing Incentive Fund, Habitat for Humanity of Marion County, a not-for-profit developer of affordable housing, has applied for the reimbursement of applicable permit charges and fees associated with the new construction of an affordable housing unit located at 438 NW Eighth Avenue. Staff has reviewed the application and recommends approval.

FISCAL IMPACT:
$11.828.35 will be paid from account 112-016-064-554-55-82010, which has a balance of $200,000.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Affordable Housing Incentive Fund Application - ~~448 NW 7th~~ 438 NW 8th Ave.

City of Ocala

Affordable Housing Inscetive Fund Application Information

Overview

The purpose of the Housing Incentive Fund is to encourage the rehabilitation and new construction of affordable housing in the City of Ocala by offering a housing incentive to offset city-imposed development charges and allowing the relaxation of certain development requirements for developers of new, affordable housing units. These benefits are intended to promote the creation of affordable housing while maintaining quality construction and site design.

Definitions:

Affidavit means a written declaration made under oath attesting to the applicant's eligibility as low-income household.

Affordability *Threshold* means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30

percent of the household income of a moderate-income household earning 120 percent of the median household income for the Ocala MSA.

Affordable Housing means quality housing which is financially accessible to an eligible low to moderate income household. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD). Affordable housing units, whether detached or attached single- or multiple-family units, shall meet minimum housing quality standards for Section 8 housing, as established by HUD.
Affordable Housing Internal Review Board means the Community Development Services Director or designee, Growth Management Director or designee, and the Economic Development Director or designee, shall comprise the internal review board.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development confirms to applicable federal and state regulations.

Housing Incentive Fund refers to funds as may be made available for affordable housing purposes as funded through the City's annual budget process, with local, state, or federal funds.

Low-Income Household means a household with a total household income at or below 80% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Moderate-Income Household means a household with a total household income 81% to 120% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Total household income consists of all sources of wage income, such as base pay, overtime, bonuses, and other sources of non-wage income, including disability pensions, public assistance, alimony, and child support payments. Household income includes income from all members of the household over the age of 18.

Process

At a pre-application conference, prior to applying for building permits or a site plan, the developer will inform the City's Growth Management Department of the intent to apply

for payment of fees from the affordable housing incentive fund. The developer must submit a conceptual site plan and data including a layout of the project showing buildings, parking, and internal streets, the frontage of the project along city streets, and information on the units including square footage and number of bedrooms. Housing incentive fund credits will be pro-rated based on the percentage of affordable units. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments. Developers will certify that the proposed affordable housing units will be affordable, as defined in this application, and meet minimum housing standards for participation in this program. A written agreement must be submitted to the Internal Review Board by the developer, or his agent, which states that the set-aside and affordable unit requirements will be met, representing a contract between the City and the applicant.

Application Review. After an application is submitted, the Internal Review Board shall complete their review within fifteen (15) business days of receiving the application. The Internal Review Board will send their decision in writing to the applicant regarding whether the Board will recommend distributing affordable housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the Board to reach an agreement if necessary. The applicant shall submit a statement in writing that they agree or disagree with the Board's recommendation no more than thirty (30) days after the Board issues their recommendation. Otherwise, the application shall be deemed withdrawn. The Board's recommendation, the application, and the applicant's acceptance letter shall be included as an agenda item at the first available City Council meeting.

Eligible Fees

Fees eligible for payment from the housing incentive fund. Permitting fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside for eligible low-income households. Eligible fees include:

a. Building.
b. Plumbing.
c. Electrical.
d. Mechanical.
e. Gas.
f. Fire review.
g. Site plan review.
h. Site permit.
i. Access city-owned drainage retention areas.
j. Water and sewer impact fees.

k. Water meter charges.
l. Sidewalks.
m. Fire impact fee.
n. Education impact fee.
o. Transportation impact fee.

Funding

Housing Incentive Fund Distributions. Housing incentive fund distributions shall not exceed $20,000 per affordable housing unit. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments.

City Commitment of payment. City Council may commit payment from the Housing Incentive Fund after application has been made. City Council may waive eligible fees if there are insufficient housing incentive funds. Once approved by City Council, all properly documented eligible fees will be processed for reimbursement by the City department managing the project (Community Development Services or Growth Management).

Affordability Period

Prior to issuance of a certificate of occupancy for any affordable housing unit within any development under this program, the proposed occupant of the unit must submit documentation and complete and sign a Letter of Certification, as provided by the City, attesting to qualifications as an eligible low-income household. The City will place a lien on the properties at the time of transfer to the homeowner to ensure that the units remain occupied by an eligible low-income household. The terms for the lien are outlined below.

• Housing rehabilitation, new Single family and duplex will be required to remain affordable for a period of ten (10) years. The value of the lien will be reduced by 10% of the total original lien value each year that the unit is occupied by a low-income household until the lien is released at the end of the tenth year.

• New multifamily residential units will be required to remain affordable for a period of 20 years from the issuance of the certificate of occupancy. The value of the lien will be reduced 5 percent each year until the lien is released at the end of the twentieth year.

If the unit is sold, leased, transferred, or rented to an ineligible household during that period, the City may require repayment of the remaining lien amount for all fees paid out of the affordable housing incentive fund or waived by City Council.

City Contacts

For further information contact:

James Haynes, Director, Community Development Services, at jhaynes@ocalafl.gov or 352-629-8312 for single family projects or **Aubrey Hale**, Planning Director at ahale@ocalafl.gov or 352-629-8550 for multi-family projects.

Affordable Housing Incentive Fund Application

Proposal Title *

Habitat for Humanity of Marion Cour

Amount of Funds Requested *

6456.57

Name of Applicant *

Rob

First Name

Peters

Last Name

Mailing Address *

1321 SE 25th Loop

Street Address

Suite 103

Street Address Line 2

Ocala

City

Florida

State / Province

34471

Postal / Zip Code

Phone Number *

(352) 351-4663

Please enter a valid phone number.

Fax Number

(351) 351-3081

Please enter a valid phone number.

Admin Contact

Rob

First Name

Peters

Last Name

Admin Contact Email

rpeters@habitatocala.org

example@example.com

Project Contact *

Bryan

First Name

Gast

Last Name

Project Contact Email *

bgast@habitatocala.org

example@example.com

Financial Contact

Melissa

First Name

Badge

Last Name

Financial Contact Email

mbadge@habitatocala.org

example@example.com

Website

habitatocala.org

Legal Status *

Non-profit

Federal EIN

59-2992077

DUNS#

791045685

Project Type (check all that apply) *

- [ ] Multifamily
- [x] Single-Family Detached
- [ ] Single-Family Attached
- [ ] Other
- [ ] Homeowner
- [ ] Rental

Income restrictions on project (indicate the approximate number of units meeting each Area Median Income (AMI) category:

0 * No. of Units	Income at or less than 30% AMI
1 * No. of Units	Income between 30% and 50% AMI
0 * No. of Units	Income between 50% and 80% AMI
0 * No. of Units	Income between 80% and 120% AMI
0 * No. of Units	Income between 120% and 140% AMI
0 * No. of Units	Income over 140%
1 * No. of Units	Total Units

Utilities included in rent *

- [ ] Water/Sewer
- [ ] Electric
- [ ] Gas
- [ ] Internet
- [x] Other

Project Parcel ID or Address *

438 NW 8th Ave, Ocala, FL 34475

Identify the number of accessible units and the specific type of accessibility modifications that will be incorporated:

Project Proposal

All applicants must submit a Project Proposal, providing the following information:

A. **Project Description** – Provide a description of the proposed project to include project type and location, including legal description of the property and the population(s) to be served.

B. **Need** - Explain why this site was chosen and how it helps the City to expand affordable housing opportunities where most needed? Describe the neighborhood and surrounding community. Provide a map indicating project location.

C. **Project Readiness** – Provide evidence of organizational experience and capacity to manage the project, pursue and acquire land, site control, required zoning variance and permitting (if applicable), and financial commitments for the project.

D. **Site** - Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

E. **Prior Activities** - Provide a summary of similar activities completed by the organization and project team.

F. **Project Budget** – Provide a detailed description of the proposed project budget showing sources and amounts of additional funding.

G. **Project Schedule** – Indicate the proposed project schedule, including pre-development, anticipated pursuit and acquisition timeline (if applicable), site control, zoning approval, financing and construction milestones to project completion.

Please upload your Project Proposal to your eTRAKIT permit application under the Affordable Housing section.

Authorization

I, Rob Peters _____ certify that I am authorized to apply for funding
Authorized Representative
from the City of Ocala. I certify that all information contained herein is accurate to the best of my knowledge.

Applicant Name *

Rob

First Name

Peters

Last Name

Date *

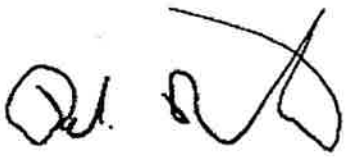
03-16-2026

Date

Title *

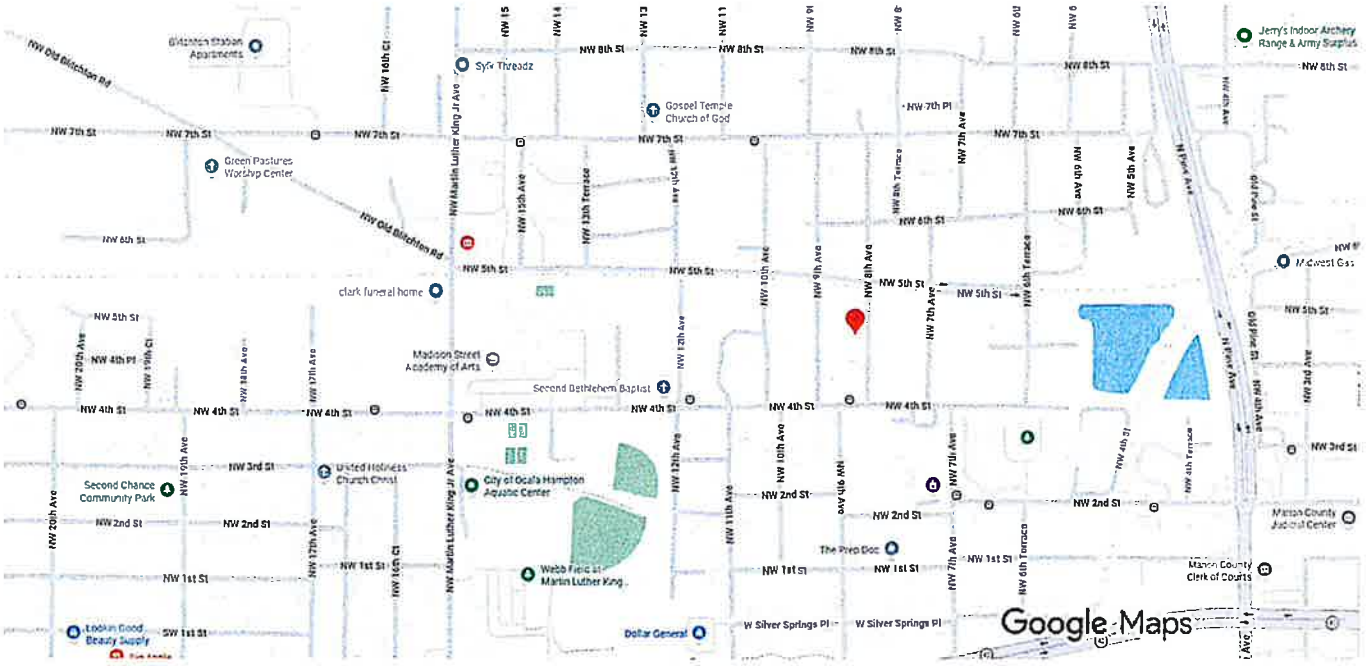
President & CEO

Signature



Clear

Google Maps 438 NW 8th Ave



Imagery ©2026 , Map data ©2026 Google 200 ft



438 NW 8th Ave

Directions Save Nearby Send to phone Share

438 NW 8th Ave, Ocala, FL 34475

Confirm or fix this location
The location shown is not precise

Marion County Property Appraiser



3/16/2026, 4:46:28 PM

MCPA Parcel Data

Streets

1:1,097

0 40 80 160 ft

0 12.5 25 50 m

Marion County, Florida - Use at your own risk.

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without notice.

Date	Name	Memo	Debit	Credit	Balance
15238 · 438 NW 8th Ave Ocala					0.00
					0.00
09/22/2025	David King, Jr.	House Plans	400.00		400.00
11/04/2025	Board of County Commissioners Marion Coun	Address Assignment	25.74		425.74
12/03/2025	D.W. Hirst and Associates, Inc.	Boundary Survey	375.00		800.74
01/12/2026	City of Ocala Building Dept	Building Permit Inspection	102.95		903.69
02/10/2026	A Good Man Around The House, LLC	Tree & Debris Removal - Houe # 238	4,000.00		4,903.69
02/25/2026	City of Ocala Building Dept	Permits - House 238	759.35		5,663.04
02/26/2026	City of Ocala Building Dept	Permitting & Impact Fees - House 238	11,332.00		16,995.04
			16,995.04	0.00	16,995.04
			16,995.04	0.00	16,995.04
			16,995.04	0.00	16,995.04

NEW 3/ 2/ 1 CARPORT MONO/ HIP/ FRAME/ LEFT SFR

HABITAT FOR HUMANITY

HOUSE: 238
PID: 2840-009-004

CITY OF OCALA
MARION COUNTY, FLORIDA

BUILDING CODES

FACILITY DESCRIPTION

TYPE OF ROOF =	SLOPED
ROOF MATERIAL =	FIBERGLASS SHINGLES

BUILDING AND SITE INFORMATION

ZONING =	R1
LAND USE =	SINGLE FAMILY RESIDENTIAL

BUILDING HEIGHT

ACTUAL HEIGHT =	12'-6" (1 STORY)

BUILDING AREA TABULATION

TOTAL BUILDING AREA =	1376 SQ.FT.

SOIL BEARING CAPACITY

MINIMUM CODE REQUIREMENTS = 2000 LB PSF.
MINIMUM COMPACTION = 80% MOD. DRY DENSITY

TYPE OF CONSTRUCTION

TYPE V-B UNSPRINKLERED

OCCUPANCY CLASSIFICATION & LOAD

CLASSIFICATION =	RESIDENTIAL
IMPORTANCE FACTOR =	(1)

DESIGN CRITERIA

DESIGN WIND SPEED	139 MPH
RISK CATEGORY	II
EXPOSURE CATEGORY	C
INTERNAL WIND COEFFICIENT	+0.18 & -0.18

ALL COMPONENTS INCLUDING DOORS AND WINDOWS SHALL BE DESIGNED TO THE FOLLOWING PRESSURES:

EFFECTIVE AREA	ALLOWABLE PRESSURE (PSF)	
SQ. FT.	OUT	IN
10	24.9	-35.2
20	23.8	-31.0
50	22.4	-28.1
100	21.3	-25.9

ATTIC VENTILATION REQUIREMENTS

REQ'D: 1,376 SF / 300 =	5.26 SF
EAVE: 5.26/2 =	2.63 SF
RIDGEVENT: 7.78/2 =	3.63 SF
PROVIDED:	
EAVE: 172 LF @ 8"/144/LF =	10.78 SF
RIDGEVENT: 24 LF @ .187" =	4.01 SF

NOTE: RIDGE VENTING IS TO BE PROVIDED IN ADDITION TO SOFFIT VENTILATION

STRUCTURAL LOADS

ROOF LIVE LOADS =	20 P.S.F. REDUCIBLE
COLLATERAL LOAD =	2 P.S.F.
FLOOR LIVE LOADS =	40 P.S.F
ULTIMATE WIND SPEED =	140 M.P.H.
NOMINAL WIND SPEED =	108 M.P.H.
BASIC VELOCITY P.S.F. =	38.47 P.S.F. @ 33-0" MEAN ROOF HT.

FIRE RESISTANCE OF COMPONENTS

INTERIOR BEARING WALLS =	N/A
EXTERIOR BEARING WALLS =	N/A
COLUMNS AND BEAMS =	N/A
ROOF/CEILING ASSEMBLY =	N/A

PLUMBING REQUIREMENTS

RESIDENTIAL = N/A

	REQUIRED	PROVIDED
TOILET =	1	2
WASHER CONNECTION =	1	1
LAVATORY =	1	2
TUB =	1	1

EGRESS REQUIREMENTS

	REQUIRED	PROVIDED
MINIMUM NUMBER OF EXITS =	1	1
WIDTH OF EXIT(S) DOOR=	36" HINGED ENTRANCE DOOR	
FIRST FLOOR SLEEPING AREAS =	5 SQ.FT. OF GLASS IN ROOMS W/O DOORS TO THE EXTERIOR	

EXTERIOR DOOR MANUFACTURER:
SEE ATTACHED DATA

WINDOW MANUFACTURER:
SEE ATTACHED DATA

ROOF SHINGLE MANUFACTURER:
SEE ATTACHED DATA

DESIGN CODE REFERENCE

BUILDING CODE - FLORIDA RESIDENTIAL BUILDING CODE - 8th EDITION (2023)
ELECTRICAL CODE - NATIONAL ELECTRIC CODE - 2020 EDITION
PLUMBING CODE - FLORIDA PLUMBING CODE - 8TH EDITION (2023)
MECHANICAL CODE - FLORIDA MECHANICAL CODE - 8th EDITION (2023)
FIRE CODE - FLORIDA FIRE PREVENTION CODE - 8th EDITION (2023)
GAS CODE - FLORIDA FUEL GAS CODE - 8th EDITION (2023)
NFPA 58 - LIQUEFIED PETROLEUM GAS - (2030)
NFPA 72 - NATIONAL FIRE ALARM CODE (2019)
NFPA 72E - AUTOMATIC DETECTION DEVICES (LATEST EDITION)
NFPA 101 - LIFE SAFETY CODE (2021)
NFPA 80 - FIRE DOORS AND WINDOWS (2019)
OSHA
ACI-318 - BUILDING REQUIREMENTS FOR REINFORCED CONCRETE (2019)
AISC CODE OF STANDARD PRACTICE (MANUAL OF STEEL CONSTRUCTION, 9th EDITION)
S-310 SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STEEL

TRUSS SUBMITTAL CERTIFICATION

DATE: 22-SEPT 2025
PROJECT PID: 1801-011-008
PERMIT NUMBER: TBD
TRUSS MANUFACTURER: BRUCE COMPONENT SYSTEMS
JOB NO: MFAN-338 231LM

TO: MARION COUNTY BUILDING DEPARTMENT

I CERTIFY THAT I HAVE REVIEWED THE ATTACHED TRUSS CALCULATIONS AND ENGINEERING DATED 19-SEPT 2025 FOR THE ABOVE-MENTIONED PROJECT, AND THE DESIGN SIGNED AND SEALED BY THE TRUSS ENGINEER MEETS OR EXCEEDS THE DESIGN SPECIFIED ON THIS PLAN SET. OTHER COMPONENTS OF THE TRUSS PACKAGE(INCLUDING, BUT NOT LIMITED TO, CONNECTIONS, TRUSS LOADS, LOAD PATH, BEARING POINTS, ETC.) HAVE BEEN REVIEWED IN THEIR ENTIRETY AND ARE IN COMPLIANCE WITH SPECIFICATIONS OF THE PLAN SET, THE LOADINGS ARE COMPLIANT WITH THE ORIGINAL ASSUMPTIONS OF THE DESIGN AND WILL SATISFY THE 2023 FBC REQUIREMENTS.

CONSTRUCTION NOTES

GENERAL

G01 - THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR START OF CONSTRUCTION.
G02 - THE GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, ALL WORKERS AND ALL OTHER PEOPLE PRESENT DURING CONSTRUCTION. HE SHALL SUPERVISE AND DIRECT THE WORK AND BE RESPONSIBLE FOR ALL CONSTRUCTION
G03 - THE GENERAL CONTRACTOR SHALL COORDINATE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ANCHORS, EMBEDS, SUPPORTS, OR ANY OTHER ITEMS WHICH MAY EFFECT STRUCTURAL DRAWINGS.

FOUNDATION

F01 - ALL ORGANIC MATERIALS, REFUSE MATERIALS AND SOFT AREAS IN SOIL SHALL BE REMOVED AND THE SOIL PREPARED FOR AN ALLOWABLE BEARING PRESSURE OF 2000psi.
F02 - SHOULD THE CONTRACTOR DISCOVER ANY CONDITION WHICH COULD PREVENT THE ATTAINMENT OF THE STATED DESIGN PRESSURE, HE SHALL NOTIFY THE ARCHITECT OR ENGINEER IMMEDIATLY.

SLAB ON GRADE

F03 - COMPACT INTERIOR FILL TO 95% MINIMUM MAX DRY DENSITY (MODIFIED PROCTOR, ASTM D1557-58T OPTIMUM MOISTURE CONTENT). SOIL COMPACTION SHALL BE FIELD CONTROLLED BY A REPRESENTATIVE FROM A QUALIFIED LABORATORY APPROVED BY THE ENGINEER. EACH LAYER OF FILL SHALL NOT EXCEED 10" AND SHALL BE COMPACTED PRIOR TO THE PLACEMENT OF THE NEXT FILL LAYER.
F03 - ALL FLOOR SLABS SHALL BE PLACED UPON A 4" THICK SAND LAYER FOR FINE GRADING.

CONCRETE AND REINFORCING

C01 - CONCRETE WORK SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-19).
C02 - CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH AS FOLLOWS:
FOUNDATIONS, FILLED CELLS AND CONCRETE BEAMS - 3000psi
SLABS ON GRADE- 3000psi
C03 - ALL REBAR SHALL CONFORM TO ASTM-615, GRADE 40, AND SHALL LAP A MINIMUM OF 25" AT ALL JOINTS.
SLABS WITH FIBER MESH OR WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185-02.
C04 - COVER FOR ALL REINFORCING STEEL SHALL BE AS FOLLOWS (UNLESS NOTED):
ALL FOOTINGS - 3"
SLABS ON GRADE - 1-1/2" FROM TOP OF CONCRETE
ALL BEAMS - 1-1/2" ON STIRRUPS
C05 - VERTICAL REBAR WALL REINFORCING SHALL BE A STANDARD HOOK WITH A 25" PROJECTION ABOVE SLAB AND HAVE A MINIMUM 3" EMBEDMENT.

MASONRY

M01 - ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530-14).
M02 - ALL CONCRETE BLOCKS SHALL CONFORM TO ASTM C 90. 28 DAY STRENGTH MUST EQUAL 2000psi, FM SHALL EQUAL 1500psi LAID IN A RUNNING BOND.
M03 - ALL MORTAR SHALL BE TYPE S OR M.
M04 - REINFORCE ALL CMU WALLS WITH A CONTINUOUS HORIZONTAL BOND BEAM GROUTED SOLID AND REINFORCE WITH A MINIMUM OF (1) #5 REBAR WITH A 25" OVERLAP AT EACH JOINT.
M05 - WHERE SHOWN, ALL VERTICAL CELLS OF BLOCK MASONRY SHALL BE FILLED WITH 3000psi GROUT HAVING A 28 DAY STRENGTH OF 3000psi AND A GROUND SLUMP NOT LESS THAN 8". REINFORCE WITH A MINIMUM OF (1) #5 VERTICAL REBAR WITH A MINIMUM 25" OVERLAP AT EACH JOINT.
M06 - GROUT FOR FILLED CELLS SHALL BE POURED OR PUMPED IN LIFTS NOT TO EXCEED 10'-0" IN HEIGHT AND SHALL BE CONSOLIDATED AT THE TIME OF POURING BY RODDING OR VIBRATING.
M07 - PROVIDE KNOCKOUTS IN CMU AT TH BASE OF EACH FILLED CELL TO ALLOW VISUAL VERIFICATION OF COMPLETE GROUT PENETRATION.

STRUCTURAL LUMBER

L01 - ALL STRUCTURAL AND LOAD BEARING WALLS SHALL HAVE A MINIMUM FB OF 1200psi.
L02 - WALLS HIGHER THAN 8'-0" SHALL HAVE INTERMEDIATE BRIDGING SPACED NOT GREATER THAN 72" APART.
L03 - ALL LOAD BEARING WALLS SHALL HAVE A DOUBLE SYP No.2 TOP PLATE.
L04 - ALL WOOD IN CONTACT WITH MASONRY OR CONCRETE SHALL SHALL BE PRESSURE TREATED.

STRUCTURAL STEEL

S01 - STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (USE THE LATEST EDITION).

DRAWING INDEX

ARCHITECTURAL

COVER	- BUILDING CODE DATA
A1	- EXTERIOR ELEVATIONS WALL SECTIONS & DETAILS
A2	- FLOOR PLAN ELECTRICAL PLAN DOOR AND WINDOW SCHEDULES
S1	- FOUNDATION PLAN
S2	- ROOF FRAMING PLAN LINTEL PLAN

DRAWING ISSUE PERMIT 22 SEPT 2025

REVISIONS

David P King Digitally signed by David P King Date: 2025.09.23 08:46:28 -04'00'

SEAL

STATE OF FLORIDA DAVID PAUL KING, JR. REGISTERED ARCHITECT AR0012999

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 402
OCALA, FL. 34476
352.873.5731 (PH)
352.873.5737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 3044

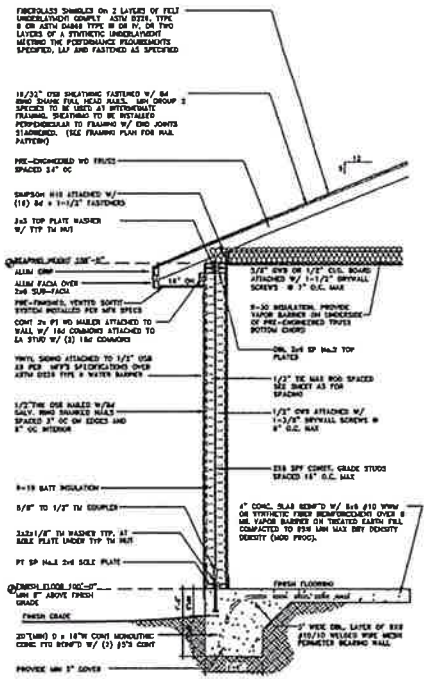
PROJECT

NEW SINGLE FAMILY RESIDENCE
3/2/1 CARPORT LEFT FRAME/ HIP/ MONO
FOR
HABITAT FOR HUMANITY
HOUSE 238
PID: 2840-009-004
CITY OF OCALA
MARION COUNTY, FLORIDA

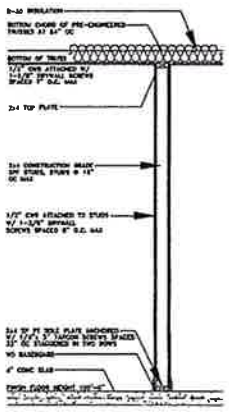
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CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

SHEET TITLE:
COVER
BUILDING CODE DATA

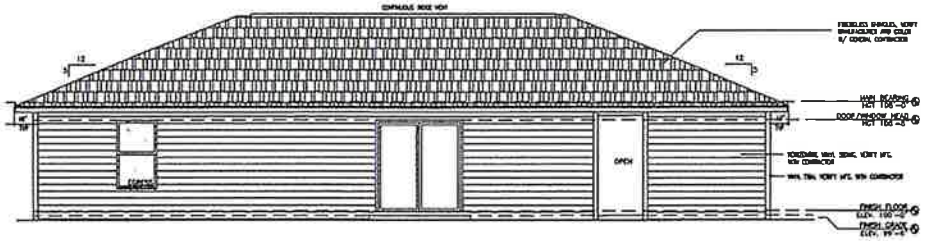
SHEET NUMBER
C



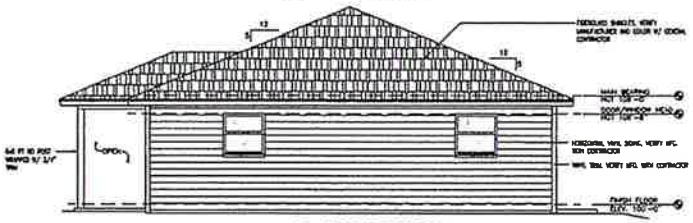
1 TYPICAL 2x6 WALL SECTION WITH MONOLITHIC FOOTING
SCALE: 3/4" = 1'-0"



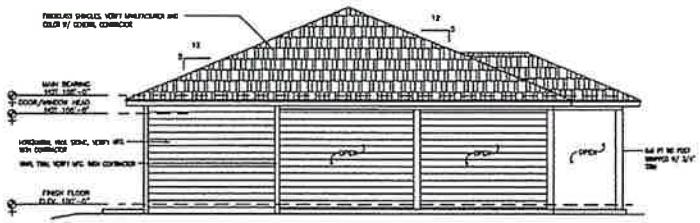
INTERIOR FRAME WALL SECTION
SCALE: 3/4" = 1'-0"



REAR ELEVATION
Scale: 1/4" = 1'-0"



RIGHT ELEVATION
Scale: 1/4" = 1'-0"



LEFT ELEVATION
Scale: 1/4" = 1'-0"



FRONT ELEVATION
Scale: 1/4" = 1'-0"

David P King
Digitally signed by David P King
Date: 2025.09.23 08:47:20-04'00'

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012995
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
2300 SW 61ST AVE
SUITE 400
OCALA, FL 34474
352.873.3737 (PH)
352.873.0037 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,998
STATE OF GEORGIA 8044

PROJECT

NEW SINGLE FAMILY RESIDENCE
3/2/1 CARPORT LEFT
FRAME/ HIP/ MONO
FOR
HABITAT FOR HUMANITY
HOUSE 238
P.O. 2640-009-004
CITY OF OCALA
MARION COUNTY, FLORIDA

DRAWN BY: PAZ
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

SHEET TITLE:
EXTERIOR ELEVATIONS

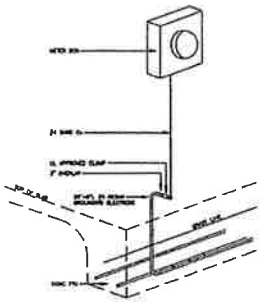
SHEET NUMBER:
A1

GENERAL ELECTRICAL NOTES

1. ALL SPECIAL OUTLETS AND LIGHTING AS SHOWN TO BE COORDINATED & VERIFIED WITH GENERAL CONTRACTOR

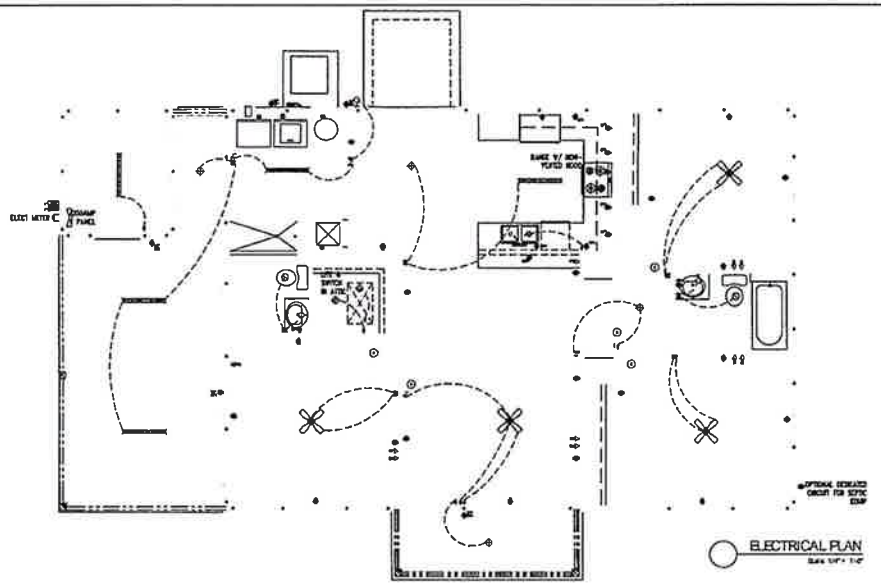
ELECTRICAL NOTES	
TYPE OF PROTECTION	PROTECTED DEVICE OR AREA
AFCI	FAMILY RM, LIVING RM, DINING RM, BEDROOMS, HALLWAY, LAUNDRY, NICH, RECREATION RM, CLOSET,
AFCI/ GFCI	KITCHENS AND LAUNDRY RM (125V) DEVICES, IN BATHROOM AND VALLEY-FILL WHERE RECEPTACLE IS WITHIN 6' OF A SINK, BASEBOARD
GFCI	KITCHENS (250V) DEVICES, WHERE RECEPTACLE IS WITHIN 6' OF A SINK, LAUNDRY (250V) DEVICE GARAGE (125V AND 250V) DEVICES, OUTDOOR RECEPTACLES (125 AND 250V) DEVICES, OUTDOOR OUTLETS (A/C AND SIMILAR, SUMP PUMPS AND BATHROOMS

1. ALL OUTLETS AND LIGHTING AS SHOWN TO BE COORDINATED & VERIFIED WITH GENERAL CONTRACTOR
2. PER NEC210.8 – SEE CHART THIS PAGE FOR LOCATION OF ARC/ GFIC FAULT PROTECTION LOCATIONS AND MEANS OF COMPLIANCE

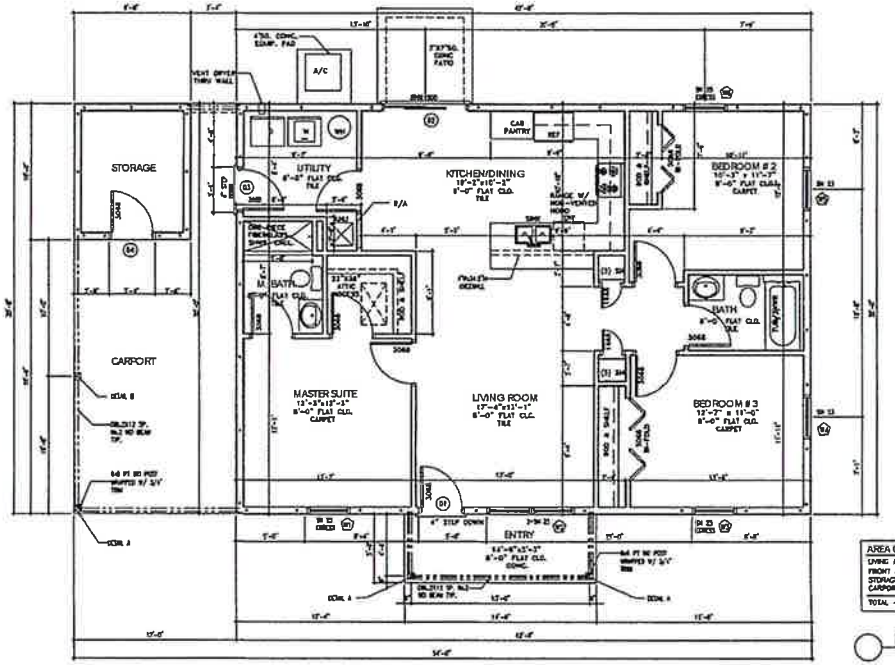


ELECTRICAL LEGEND

	SURFACE MOUNTED LIGHT	S	SINGLE SWITCH
	WALL MOUNTED LIGHT	3	3-WAY SWITCH
	WALL MOUNTED SCONCE LIGHT	4	4-WAY SWITCH
	RECESSED CAN LIGHT	DM	DIMMER SWITCH
	VAPOR-PROOF RECESSED	P	PUSH BUTTON
	PENDANT LIGHT	CEILING FAN CONNECTIONS	
	RECESSED EYEBALL CAN LIGHT		DOOR CHIME
	FLUORESCENT FIXTURE W/ LIGHT		TV OUTLET
	EXHAUST FAN		PHONE OUTLET
	GARAGE DARKNESS		DATA OUTLET
	INCANDESCENT FLUORESCENT LIGHT		JUNCTION BOX (TYPICAL REPEATED)
	DOUBLE BULB FLUORESCENT LIGHT		THERMOSTAT
	TRACK LIGHTING		GFCI OUTLET
	EXTERIOR FLUORESCENT		SURFACE MOUNT RACEWAY
	EXTERIOR WALL LIGHT		RECESSED MOUNT RACEWAY
	20A OUTLET		200 AMP SERV. PANEL
	15A OUTLET		MOTOR
	110V RECEPTACLE (SHADED)		GENERAL VAC SYSTEM
	DUAL RECEPTACLE		SPEAKERS LOCATION
	SWITCH CONTROLLED 110 OUTLET		CARBON MONOXIDE AND SMOKE DETECTOR (COMBO) AS REQUIRED
	SLOTTED-FACE OUTLET		SATELLITE DISH/DUAL
	GROUND FAULT OUTLET		CEILING FAN W/ FULL DIMMER FOR LIGHT
	30 AMP DRYER OUTLET		
	50 AMP OUTLET		CEILING FAN W/ LIGHT
	SURGE PROTECTION DEVICE		



ELECTRICAL PLAN



FLOOR PLAN

AREA CALCULATIONS	
LIVING AREA:	1,148 SF
FRONT PORCH:	70 SF
STORAGE:	87 SF
CARPORT:	273 SF
TOTAL =	1,578 SF

WINDOW SCHEDULE

MARK	DESCRIPTION	ROUGH OPENING BLOCK	HEADER	SQ FTG	REMARKS	WIND PRESSURE
(W1)	25 SH	26" x 62"	3-2x8	15.500	EGRESS	24.9 / -53.3
(W2)	(2) 23 SH	74" x 62"	3-2x12	30.000		23.6 / -31.8
(W3)	25 SH	26" x 62"	3-2x8	15.500	EGRESS	24.9 / -53.3
(W4)	23 SH	36" x 36"	3-2x8	9.000		24.9 / -53.3
(W5)	23 SH	26" x 26"	3-2x8	5.000		24.9 / -53.3
(W6)	23 SH	26" x 62"	3-2x8	15.500	EGRESS	24.9 / -53.3
VERIFY ALL WINDOW AND DOOR SIZES, TYPES, MANUFACTURER AND LOCATION W/ OWNER PRIOR TO CONSTRUCTION.						
VERIFY ALL ROUGH OPENING DIMENSIONS WITH WINDOW AND DOOR MANUFACTURER.						
PROVIDE CONTINUOUS WEATHER STRIPPING AND EXTRUDED THRESHOLD AT EXTERIOR DOOR LOCATIONS.						

DOOR SCHEDULE

MARK	DESCRIPTION	ROUGH OPENING BLOCK	HEADER	SQ FTG	REMARKS	WIND PRESSURE
(D1)	3068 SC ENTRY DOOR	40" x 82"	3-2x8	28.33	SC PANEL DOOR DR	23.6 / -31.0
(D2)	8068 SLIDING GLASS DOOR	74" x 82"	3-2x12	40.00	SLIDING GLS DR	23.6 / -31.0
(D3)	3080 SC DOOR	40" x 82"	3-2x8	28.33	SC PANEL DOOR DR	23.6 / -31.0
(D4)	3080 SC DOOR	40" x 82"	3-2x8	28.33	SC FLUSH DOOR DR	23.6 / -31.0
*REFER TO "CAST-CRETE" LINTEL SCHEDULE.						
VERIFY ALL DOOR SIZES, TYPES, MANUFACTURER AND LOCATION W/ OWNER PRIOR TO CONSTRUCTION.						
VERIFY ALL ROUGH OPENING DIMENSIONS WITH DOOR MANUFACTURER.						

DRAWING ISSUE: PERMIT 25 SEPT 2025

REVISED:

David P King Digitally signed by David P King Date: 2025.09.23 08:49:59 -04'00'

SEAL

STATE OF FLORIDA DAVID PAUL KING REGISTERED ARCHITECT AR0012999

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7360 SW 61ST AVE
SUITE 402
OCALA, FL 34476
352.873.3727 (PH)
352.873.0727 (FAX)

REGISTRATION:
STATE OF FLORIDA AR 18,998
STATE OF OCCIDOA 9044

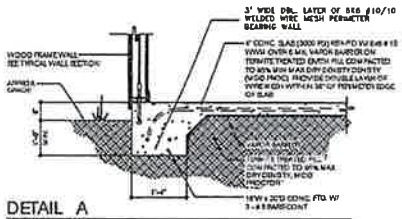
PROJECT

NEW SINGLE FAMILY RESIDENCE
3/2/1 CARPORT LEFT
FRAME/ HIP/ MONO
FOR
HABITAT FOR HUMANITY
HOUSE 236
PID: 2840-009-004
CITY OF OCALA
MARION COUNTY, FLORIDA

DRAWN BY: PAS
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

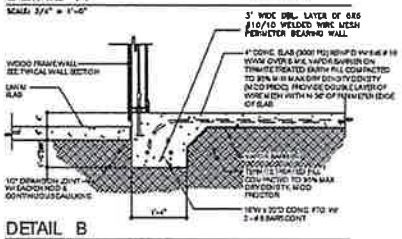
SHEET TITLE:
FLOOR PLAN
ELECTRICAL PLAN

SHEET NUMBER
A1



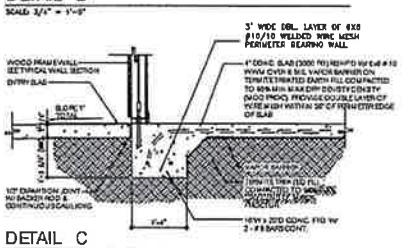
DETAIL A

SCALE: 3/4" = 1'-0"



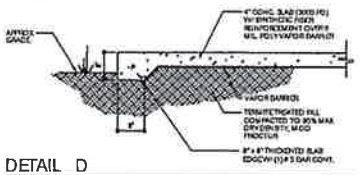
DETAIL B

SCALE: 3/4" = 1'-0"



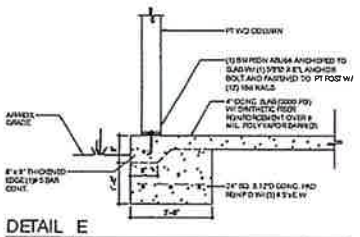
DETAIL C

SCALE: 3/4" = 1'-0"



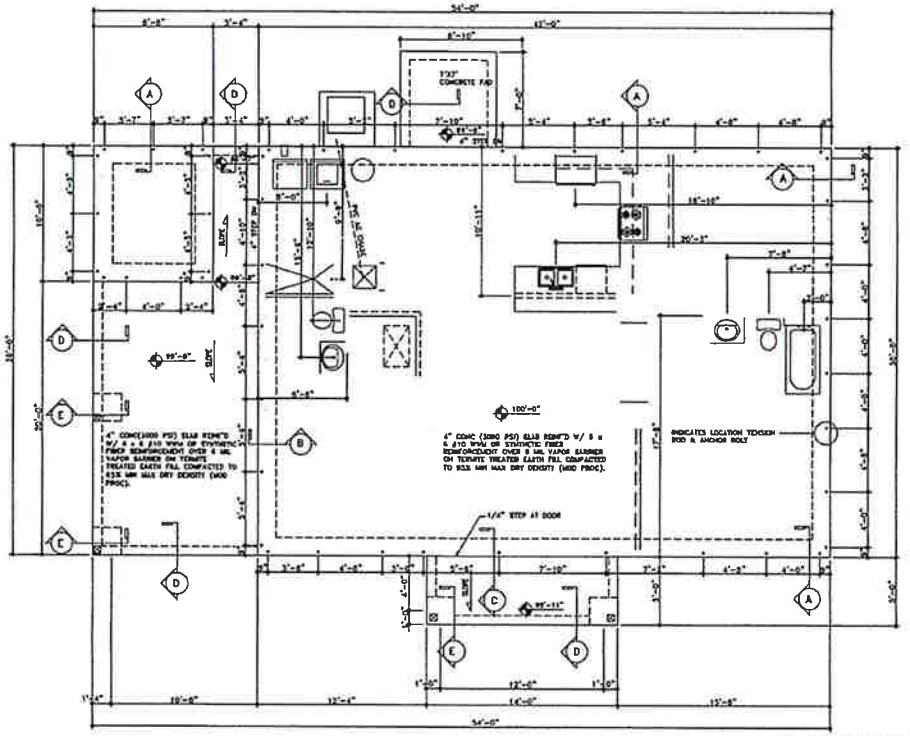
DETAIL D

SCALE: 3/4" = 1'-0"



DETAIL E

SCALE: 3/4" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

ISSUE PERMIT 22 SEPT 2023

REVISION

David P King

Digitally signed by David P King
Date: 2023.09.22 08:51:39 -04'00'

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012009
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
2900 SW 61ST AVE
SUITE 400
OCALA, FL 34476
352.873.3737 (TEL)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,009
STATE OF GEORGIA 5044

PROJECT

NEW SINGLE FAMILY RESIDENCE

3/2/1 CARPORT LEFT
FRAME/ HIP/ MONO

FOR

HABITAT FOR
HUMANITY

HOUSE 238
RD: 2840-009-004
CITY OF OCALA
MARION COUNTY, FLORIDA

DRAWN BY: PAZ

CHECKED BY:

APPROVED BY: DPK

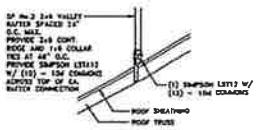
ARCHITECT'S PROJECT No.:

SHEET TITLE:

FOUNDATION PLAN
ROOF FRAMING PLAN

SHEET NUMBER

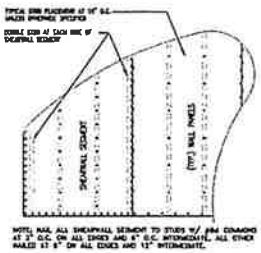
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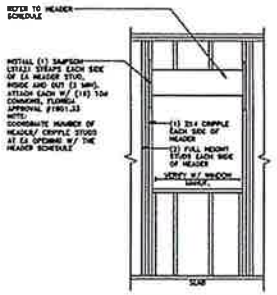
VALLEY FRAMING
SCALE: N.T.S.



VALLEY FLASHING
SCALE: N.T.S.



SHEAR WALL DETAI
SCALE: N.T.S.



HEADER TO WALL DETAIL
SCALE: N.T.S.

ROOF ANCHOR SCHEDULE

MARK	UPLIFT	ANCHOR	FLORIDA APPROVAL #
TYP. GAU	1430	(1) SIMPSON MET.H2.5 FASTENED W/ (8) 10d x 1-1/2" COMMONS	FL11473.10
Ⓐ TRUSS TO GAU	2300	(2) SIMPSON MET.H2.5 FASTENED W/ (8) 10d COMMONS EACH	FL11473.6
TYP. HD	805	(1) SIMPSON H10A W/ (18) 10d x 1-1/2" COMMONS	FL10434.7
TYP. GABLE TRUSS TO GAU	1443	(1) SIMPSON MET.H2.5A W/ (5) 10d COMMONS AND (3) 1/4"x1-3/4" TITEN SCREWS	FL11473.11
TYP. VALLEY FRAMING	805	(1) SIMPSON LTS12 STRAP W/ (12) 10d COMMONS (EACH END)	FL10434.13
TYP. CONVENTIONAL FRAMING	805	(1) SIMPSON LTS12 STRAP W/ (12) 10d COMMONS	FL10434.13
	130	(2) SIMPSON RIT CONNECTORS W/ (8) 10d x 1-1/2" COMMONS @ EACH RAFTER PAIR	FL12444.29
Ⓑ - BEAM TO GAU WALL	1345	(1) SIMPSON HUC210-3 W/ (18)10d AND (16)1/4" x 2 3/4" TITEN SCREW	FL10531.10

TRUSS ENGINEERING NOTES

TRUSS LAYOUT SHOWN DEPICTS DESIGN INTENT ONLY. TRUSS MFR SHALL SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER. UPLIFT ANCHORAGE AND LOADS MUST BE PROVIDED W/TRUSS PROFILES.

PROVIDE A CONTINUOUS LOAD PATH BETWEEN FOUNDATION AND ROOF SYSTEM. ALL CONNECTORS SHALL BE INSTALLED PER MFR'S RECOMMENDATIONS. FASTENERS NOT OTHERWISE SPECIFIED ON DRAWINGS SHALL BE IN ACCORDANCE W/ FBC 2023 8th EDITION

ROOF SHEATHING NOTES

ALL SHEATHING SHALL BE ATTACHED TO ROOF FRAMING W/ 8d RING SHANK FULL HEAD NAILS

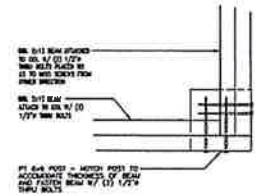
WITHIN 48" OF EAVE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 48" OF RIDGE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 60" OF RAKE EAVE	4" OC EDGES AND 4" AT INTERMEDIATE FRAMING
ALL OTHER AREAS	6" OC EDGES AND 8" AT INTERMEDIATE FRAMING

ALL ROOF SHEATHING SHALL BE NOMINAL 15/32" SHEATHING ADA RATED FOR 24" SPACING ROOF APPLICATIONS

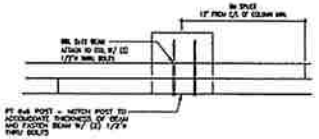
HEADER SCHEDULE

MARK	SPAN	BEAM DESCRIPTION	NUMBER OF CRIPPLE STUDS ON EA. SIDE OF OPNG	NUMBER OF JACK STUDS ON EA. SIDE OF OPNG
(1)	TYPICAL UP TO 3'-0"	(2) 2x6 SP No.2 W/ (1) 1/2" OSB SPACERS	1	1
(1)	3'-1" TO 6'-0"	(2) 2x6 SP No.2 W/ (1) 1/2" OSB SPACERS	2	1
(2)	6'-1" TO 9'-0"	(3) 2x10 SP No.2 W/ (1) 1/2" OSB SPACERS	2	2
(3)	9'-1" TO 12'-0"	(3) 2x12 SP No.2 W/ (1) 1/2" OSB SPACERS	2	2

NOTE: ALL EAS TO HAVE MIN OF (1) 2x4 SO No.2 CRIPPLE STUDS AND (1) FULL HGT SP No.2 2x4 STUDS ON EA. SIDE OF OPNG, UNLESS OTHERWISE SPECIFIED



DETAIL A- BEAM TO COLUMN CONNECTION
SCALE: N.T.S.

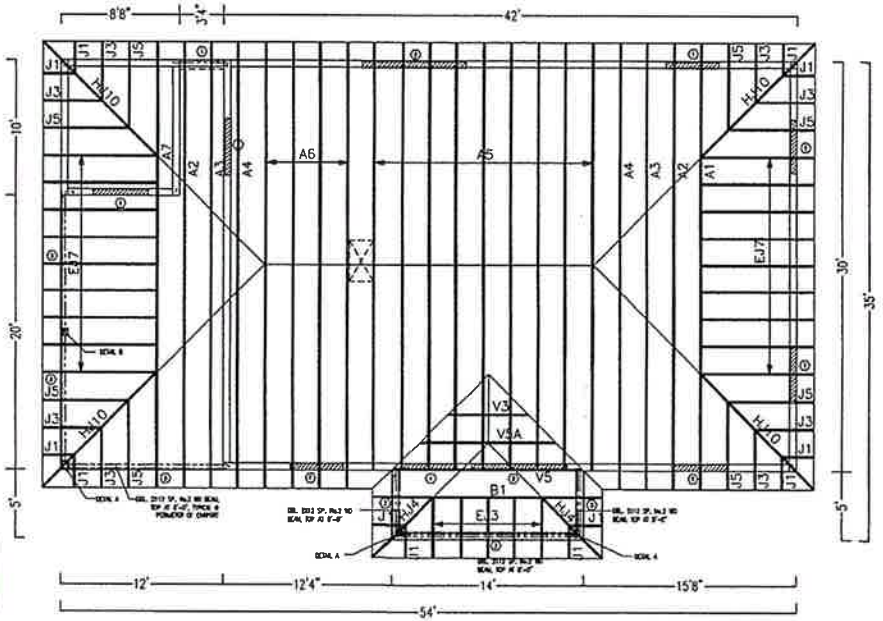


DETAIL B - BEAM TO COLUMN CONNECTION
SCALE: N.T.S.

9/16/25
BRUCE COMPONENT SYSTEMS Inc.
ROOF LOADING:
37psf TOTAL LOAD
20psf TOP CHORD LIVE LOAD
7psf TOP CHORD DEAD LOAD
10psf BOTTOM CHORD DEAD LOAD

FBC 8TH ED 2023
140mph WIND SPEED
ASCE 7-22, CAT. II.
EXP. B, CLOSED BLDG.

Bearing Legend
08'00"00 ELEVATION
09'04"00 ELEVATION 2 PLY



ROOF FRAMING PLAN
3/4" = 1'-0"

David P King Digitally signed by David P King Date: 2025.09.23 09:52:38 -04'00'

STATE OF FLORIDA DAVID PAUL KING, JR. AR0012909 REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7200 SW 61ST AVE
SUITE 402
OCALA, FL 34476
352.873.2727 (PH)
352.873.8727 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,990
STATE OF GEORGIA 3044

PROJECT

NEW SINGLE FAMILY RESIDENCE
3/2/1 CARPORT LEFT
FRAME/ HIP/ MONO
FOR
HABITAT FOR
HUMANITY
HOUSE 238
PID: 2840-009-004
CITY OF OCALA
MARION COUNTY, FLORIDA

DRAWN BY: PAZ
CHECKED BY:
APPROVED BY: DPK

SHEET TITLE:
ROOF FRAMING PLAN
LINTEL PLAN

S2

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT5614

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			$3,748.00
TRA26-0156 Address: 438 NW 8TH AVE	**APN: 2840-009-004**		**$3,748.00**
SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	115-341-000-000-02-34199	0	$25.00
TRANSPORTATION IMPACT RESIDENTIAL			$3,723.00
SINGLE FAMILY DETACHED - 1,501 SF TO 2,499 SF	001-220-000-000-20-22017	0	$3,723.00
TOTAL FEES PAID BY RECEIPT: PMT5614			**$3,748.00**

Date Paid: Friday, February 27, 2026

Paid By: HABITAT FOR HUMANITY OF MARION COUNTY INC

Cashier: RST

Pay Method: CHECK 1327

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT5615

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			$2,681.00
SDC26-0162 Address: 438 NW 8TH AVE APN: 2840-009-004			$2,681.00
SDC SEWER IMPACT FEES			$2,125.00
SINGLE FAM 0-1499 SQ FT SWR IMP	616-324-000-000-26-32471	0	$2,125.00
SDC WATER IMPACT FEES			$556.00
SINGLE FAMILY 0 - 1499 SQ. FT. A/C AREA	615-324-000-000-26-32472	0	$556.00
TOTAL FEES PAID BY RECEIPT: PMT5615			**$2,681.00**

Date Paid: Friday, February 27, 2026

Paid By: HABITAT FOR HUMANITY OF MARION COUNTY INC

Cashier: RST

Pay Method: CHECK 1327

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT5616

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			$308.00
FIRE26-0159 Address: 438 NW 8TH AVE APN: 2840-009-004			$308.00
RESIDENTIAL FIRE IMPACT FEES			$308.00
SINGLE FAMILY (DETACHED) 1,500-2,499 SF FIRE IMPACT	097-324-000-000-26-32411	0	$308.00
TOTAL FEES PAID BY RECEIPT: PMT5616			**$308.00**

Date Paid: Friday, February 27, 2026

Paid By: HABITAT FOR HUMANITY OF MARION COUNTY INC

Cashier: RST

Pay Method: CHECK 1327

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT5618

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			$4,332.00
EDUC26-0131 Address: 438 NW 8TH AVE	**APN: 2840-009-004**		**$4,332.00**
EDUCATION IMPACT FEES			$4,332.00
EDUCATION IMPACT PROCESSING FEE	115-341-000-000-02-34199	0	$25.00
SINGLE FAMILY DETACHED OR MOBILE HOME ON A LOT	001-220-000-000-20-22077	0	$4,307.00
TOTAL FEES PAID BY RECEIPT: PMT5618			**$4,332.00**

Date Paid: Friday, February 27, 2026

Paid By: HABITAT FOR HUMANITY OF MARION COUNTY INC

Cashier: RST

Pay Method: CHECK 1327

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT5597

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			$759.35
BLD25-2882 Address: 438 NW 8TH AVE	APN: 2840-009-004		$759.35
2.5 % STATE SURCHARGE FEE	001-208-000-000-21-20800	0	$16.08
BUILDING PERMITS			$528.80
CONSTRUCTION AND REPAIRS	115-322-000-000-26-32210	0	$350.00
FOUNDATION BLDG SQ FT FEE	112-345-000-000-02-34105	0	$78.80
RESIDENTIAL PLAN REVIEW FOR EACH REVISION	115-341-000-000-02-34948	0	$50.00
RESIDENTIAL PLAN REVIEW FOR EACH REVISION	115-341-000-000-02-34948	0	$50.00
ELECTRICAL FEES			$73.64
ELECTRIC STANDARD IMPROVEMENT	115-322-000-000-26-32222	0	$73.64
HARV MECHANICAL FEES			$67.19
MECHANICAL STANDARD IMPROVEMENT QTY	115-322-000-000-26-32200	1146	$67.19
PLUMBING FEES			$73.64
STANDARD IMPROVEMENTS	115-322-000-000-26-32200	0	$73.64
TOTAL FEES PAID BY RECEIPT: PMT5597			**$759.35**

Date Paid: Thursday, February 26, 2026

Paid By: HABITAT FOR HUMANITY OF MARION COUNTY INC

Cashier: RST

Pay Method: CHECK 1325

File #: 2026-1470 Agenda Item #: 6f.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $6,479

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City established the Affordable Housing Fund to incentivize new construction and the rehabilitation of affordable housing by offering funding to offset development charges and fees, including building permits, plumbing permits, electrical permits, mechanical permits, gas permits, fire review fees, site plan review fees, fees to access city-owned drainage retention areas, water and sewer impact fees, water meter charges, and sidewalks.

FINDINGS AND CONCLUSIONS:
In accordance with Sec. 106-105 Housing Incentive Fund, Habitat for Humanity of Marion County, a not-for-profit developer of affordable housing, has applied for the reimbursement of applicable permit charges and fees associated with the new construction of an affordable housing unit located at 730 NW14th Street. Staff has reviewed the application and recommends approval.

FISCAL IMPACT:
$6,478.08 will be paid from account 112-016-064-554-55-82010, which has a balance of $200,000.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Affordable Housing Incentive Fund Application - 730 NW 14th St.

City of Ocala
Affordable Housing Inscetive Fund Application Information

Overview

The purpose of the Housing Incentive Fund is to encourage the rehabilitation and new construction of affordable housing in the City of Ocala by offering a housing incentive to offset city-imposed development charges and allowing the relaxation of certain development requirements for developers of new, affordable housing units. These benefits are intended to promote the creation of affordable housing while maintaining quality construction and site design.

Definitions:

Affidavit means a written declaration made under oath attesting to the applicant's eligibility as low-income household.

Affordability *Threshold* means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30

percent of the household income of a moderate-income household earning 120 percent of the median household income for the Ocala MSA.

Affordable Housing means quality housing which is financially accessible to an eligible low to moderate income household. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD). Affordable housing units, whether detached or attached single- or multiple-family units, shall meet minimum housing quality standards for Section 8 housing, as established by HUD.
Affordable Housing Internal Review Board means the Community Development Services Director or designee, Growth Management Director or designee, and the Economic Development Director or designee, shall comprise the internal review board.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development confirms to applicable federal and state regulations.

Housing Incentive Fund refers to funds as may be made available for affordable housing purposes as funded through the City's annual budget process, with local, state, or federal funds.

Low-Income Household means a household with a total household income at or below 80% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Moderate-Income Household means a household with a total household income 81% to 120% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Total household income consists of all sources of wage income, such as base pay, overtime, bonuses, and other sources of non-wage income, including disability pensions, public assistance, alimony, and child support payments. Household income includes income from all members of the household over the age of 18.

Process

At a pre-application conference, prior to applying for building permits or a site plan, the developer will inform the City's Growth Management Department of the intent to apply

for payment of fees from the affordable housing incentive fund. The developer must submit a conceptual site plan and data including a layout of the project showing buildings, parking, and internal streets, the frontage of the project along city streets, and information on the units including square footage and number of bedrooms. Housing incentive fund credits will be pro-rated based on the percentage of affordable units. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments. Developers will certify that the proposed affordable housing units will be affordable, as defined in this application, and meet minimum housing standards for participation in this program. A written agreement must be submitted to the Internal Review Board by the developer, or his agent, which states that the set-aside and affordable unit requirements will be met, representing a contract between the City and the applicant.

Application Review. After an application is submitted, the Internal Review Board shall complete their review within fifteen (15) business days of receiving the application. The Internal Review Board will send their decision in writing to the applicant regarding whether the Board will recommend distributing affordable housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the Board to reach an agreement if necessary. The applicant shall submit a statement in writing that they agree or disagree with the Board's recommendation no more than thirty (30) days after the Board issues their recommendation. Otherwise, the application shall be deemed withdrawn. The Board's recommendation, the application, and the applicant's acceptance letter shall be included as an agenda item at the first available City Council meeting.

Eligible Fees

Fees eligible for payment from the housing incentive fund. Permitting fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside for eligible low-income households. Eligible fees include:

a. Building.
b. Plumbing.
c. Electrical.
d. Mechanical.
e. Gas.
f. Fire review.
g. Site plan review.
h. Site permit.
i. Access city-owned drainage retention areas.
j. Water and sewer impact fees.

k. Water meter charges.
l. Sidewalks.
m. Fire impact fee.
n. Education impact fee.
o. Transportation impact fee.

Funding

Housing Incentive Fund Distributions. Housing incentive fund distributions shall not exceed $20,000 per affordable housing unit. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments.

City Commitment of payment. City Council may commit payment from the Housing Incentive Fund after application has been made. City Council may waive eligible fees if there are insufficient housing incentive funds. Once approved by City Council, all properly documented eligible fees will be processed for reimbursement by the City department managing the project (Community Development Services or Growth Management).

Affordability Period

Prior to issuance of a certificate of occupancy for any affordable housing unit within any development under this program, the proposed occupant of the unit must submit documentation and complete and sign a Letter of Certification, as provided by the City, attesting to qualifications as an eligible low-income household. The City will place a lien on the properties at the time of transfer to the homeowner to ensure that the units remain occupied by an eligible low-income household. The terms for the lien are outlined below.

• Housing rehabilitation, new Single family and duplex will be required to remain affordable for a period of ten (10) years. The value of the lien will be reduced by 10% of the total original lien value each year that the unit is occupied by a low-income household until the lien is released at the end of the tenth year.

• New multifamily residential units will be required to remain affordable for a period of 20 years from the issuance of the certificate of occupancy. The value of the lien will be reduced 5 percent each year until the lien is released at the end of the twentieth year.

If the unit is sold, leased, transferred, or rented to an ineligible household during that period, the City may require repayment of the remaining lien amount for all fees paid out of the affordable housing incentive fund or waived by City Council.

City Contacts

For further information contact:

James Haynes, Director, Community Development Services, at jhaynes@ocalafl.gov or 352-629-8312 for single family projects or **Aubrey Hale**, Planning Director at ahale@ocalafl.gov or 352-629-8550 for multi-family projects.

Affordable Housing Incentive Fund Application

Proposal Title *

Habitat for Humanity of Marion Cour

Amount of Funds Requested *

6456.57

Name of Applicant *

Rob

First Name

Peters

Last Name

Mailing Address *

1321 SE 25th Loop

Street Address

Suite 103

Street Address Line 2

Ocala

City

Florida

State / Province

34471

Postal / Zip Code

Phone Number *

(352) 351-4663

Please enter a valid phone number.

Fax Number

(351) 351-3081

Please enter a valid phone number.

Admin Contact

Rob

First Name

Peters

Last Name

Admin Contact Email

rpeters@habitatocala.org

example@example.com

Project Contact *

Bryan

First Name

Gast

Last Name

Project Contact Email *

bgast@habitatocala.org

example@example.com

Financial Contact

Melissa

First Name

Badge

Last Name

Financial Contact Email

mbadge@habitatocala.org

example@example.com

Website

habitatocala.org

Legal Status *

Non-profit

Federal EIN

592992077

DUNS#

791045685

Project Type (check all that apply) *

- [ ] Multifamily
- [x] Single-Family Detached
- [ ] Single-Family Attached
- [ ] Other
- [ ] Homeowner
- [ ] Rental

Income restrictions on project (indicate the approximate number of units meeting each Area Median Income (AMI) category:

0 No. of Units *	Income at or less than 30% AMI
0 No. of Units *	Income between 30% and 50% AMI
1 No. of Units *	Income between 50% and 80% AMI
0 No. of Units *	Income between 80% and 120% AMI
0 No. of Units *	Income between 120% and 140% AMI
0 No. of Units *	Income over 140%
1 No. of Units *	Total Units

Utilities included in rent *

- [ ] Water/Sewer
- [ ] Electric
- [ ] Gas
- [ ] Internet
- [x] Other

Project Parcel ID or Address *

730 NW 14th St, Ocala, FL 34471

Identify the number of accessible units and the specific type of accessibility modifications that will be incorporated:

Project Proposal

All applicants must submit a Project Proposal, providing the following information:

A. **Project Description** – Provide a description of the proposed project to include project type and location, including legal description of the property and the population(s) to be served.

B. **Need** - Explain why this site was chosen and how it helps the City to expand affordable housing opportunities where most needed? Describe the neighborhood and surrounding community. Provide a map indicating project location.

C. **Project Readiness** – Provide evidence of organizational experience and capacity to manage the project, pursue and acquire land, site control, required zoning variance and permitting (if applicable), and financial commitments for the project.

D. **Site** - Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

E. **Prior Activities** - Provide a summary of similar activities completed by the organization and project team.

F. **Project Budget** – Provide a detailed description of the proposed project budget showing sources and amounts of additional funding.

G. **Project Schedule** – Indicate the proposed project schedule, including pre-development, anticipated pursuit and acquisition timeline (if applicable), site control, zoning approval, financing and construction milestones to project completion.

Please upload your Project Proposal to your eTRAKIT permit application under the Affordable Housing section.

Authorization

I, Rob Peters certify that I am authorized to apply for funding
Authorized Representative
from the City of Ocala. I certify that all information contained herein is accurate to the best of my knowledge.

Applicant Name *

Rob

First Name

Peters

Last Name

Date *

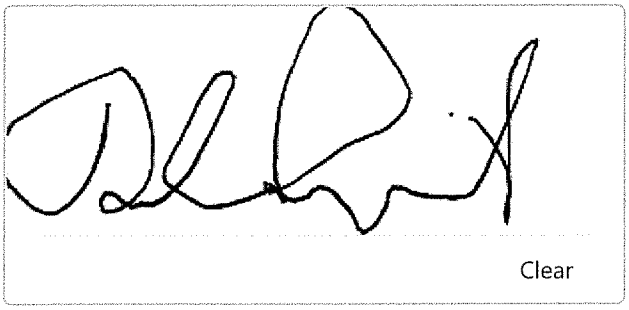
03-16-2026

Date

Title *

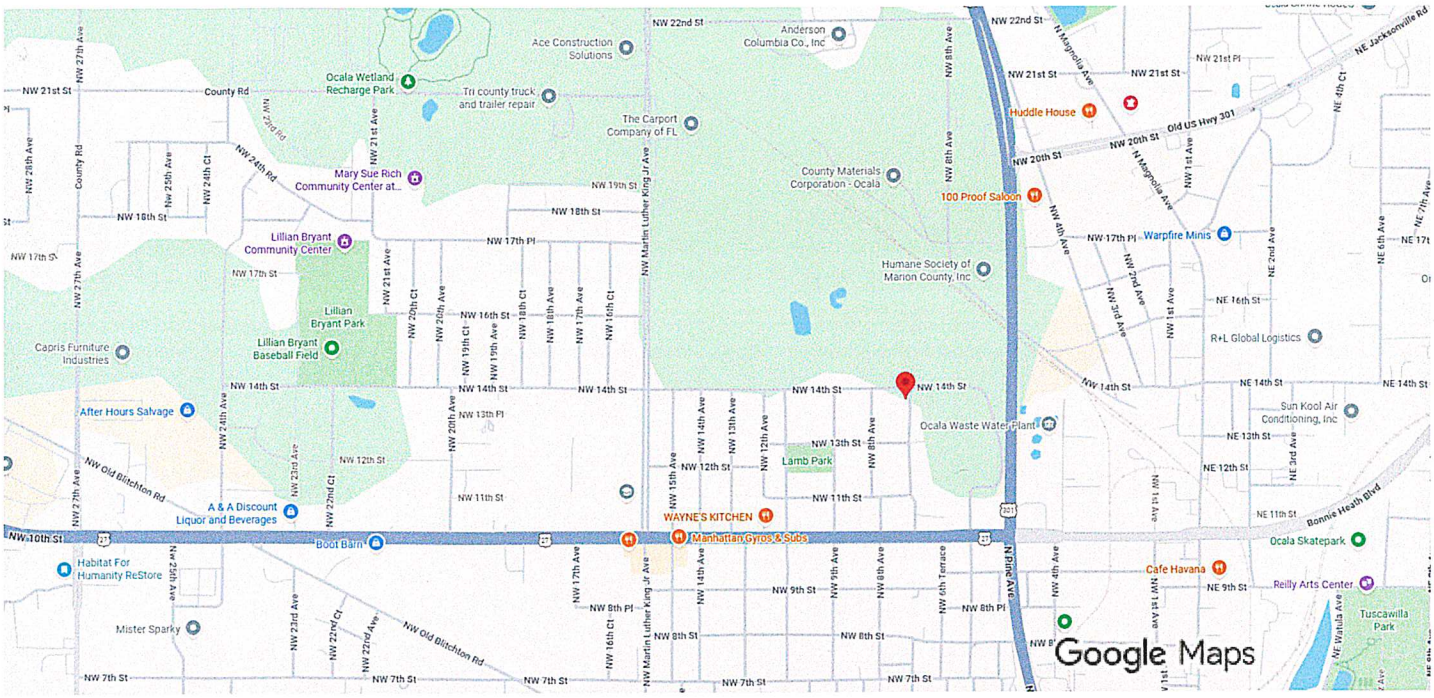
President & CEO

Signature



Clear

Google Maps 730 NW 14th St



Imagery ©2026 , Map data ©2026 500 ft



730 NW 14th St

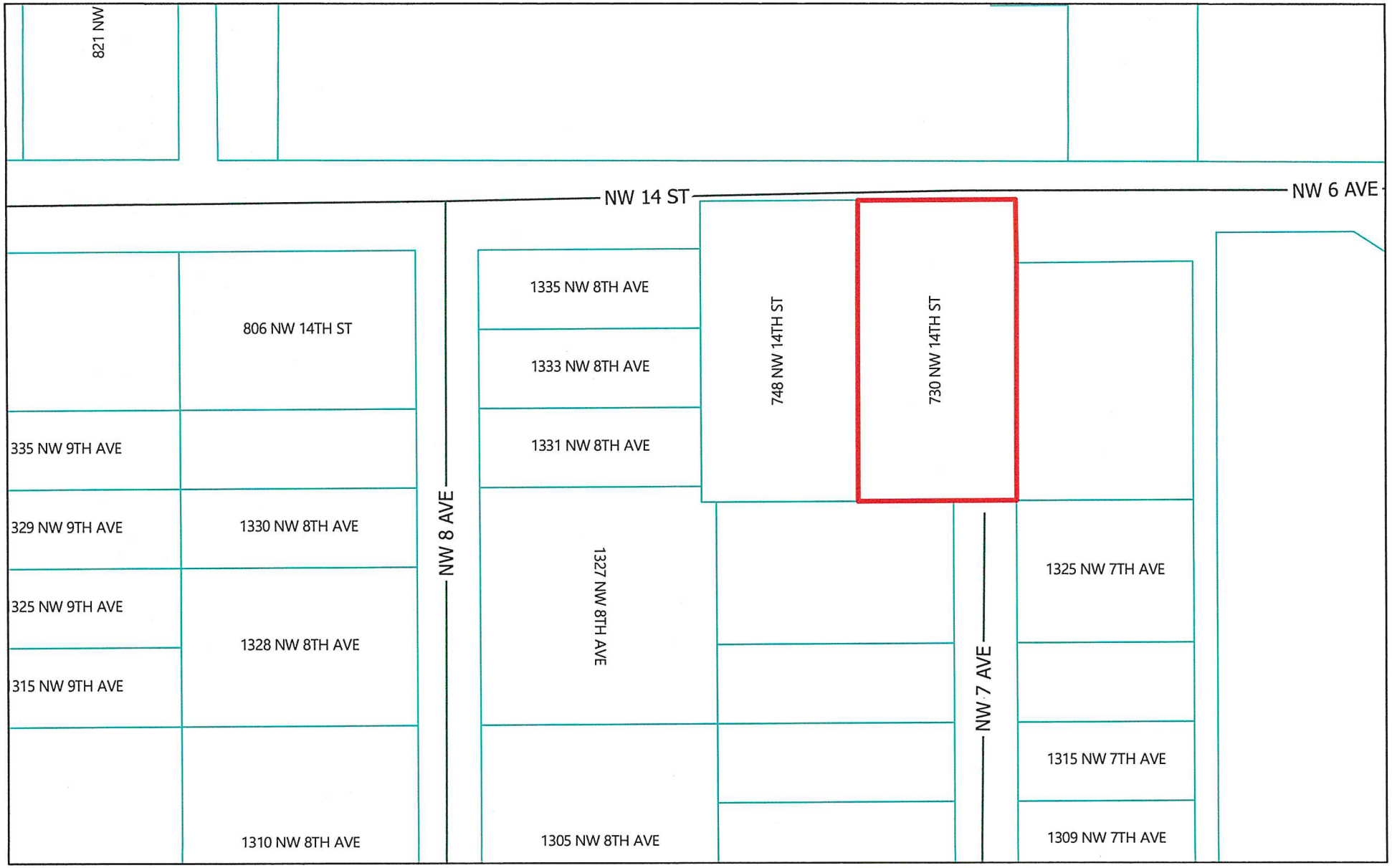
Directions Save Nearby Send to phone Share

730 NW 14th St, Ocala, FL 34475

6V24+52 Ocala, Florida

Photos

Marion County Property Appraiser



3/16/2026, 4:34:34 PM

MCPA Parcel Data

Streets

1:1,201

0 45 90 180 ft

0 12.5 25 50 m

Marion County, Florida - Use at your own risk.

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without notice.

Date	Name	Memo	Debit	Credit	Balance
15236 · 730 NW 14th St - Women Build					**0.00**
					0.00
09/03/2024	D.W. Hirst and Associates, Inc.	Boundary Survey - lot split	975.00		975.00
09/23/2024	City of Ocala Growth Management	#236 Land reconfiguration	51.70		1,026.70
09/24/2024	Lowes	Key Safe portable dial, scotch blue, Black whit	32.82		1,059.52
01/03/2025	Tri-County Permits 4U	Lot Split permitting	75.00		1,134.52
01/06/2025	Bruce Component Systems, Inc.	Roof Trusses	1,741.00		2,875.52
03/28/2025	D.W. Hirst and Associates, Inc.	Site Plan, Grade Staking, Elevation Certificate	487.50		3,363.02
04/28/2025	energycalcs.net	FL Code Compliance form 405-2023, D-Parcel	200.00		3,563.02
05/05/2025	City of Ocala - Permit Department	Permitting	102.95		3,665.97
06/05/2025	Tri-County Permits 4U	Building Permit & other duties	1,000.00		4,665.97
06/09/2025	City of Ocala - Permit Department	Permitting	750.07		5,416.04
06/10/2025	CHBM Pro Group	Lot clearning, debris removal	7,250.00		12,666.04
07/02/2025	City of Ocala Building Dept	Women Build - Permit	5,728.00		18,394.04
07/07/2025	Patriot Waste Containers	Delivery - 20 yd Waste Container and Standard	287.50		18,681.54
07/14/2025	Bruce Component Systems, Inc.	Trusses for House # 236 - 50% Invoice # 2630	0.00		18,681.54
07/17/2025	Greathall LLC	Bruce Components - Trusses for House # 236 -	1,741.00		20,422.54
07/22/2025	Tri-County Permits 4U	Change of Sub Contractor	20.00		20,442.54
08/01/2025	CHBM Pro Group	Concrete Footer & Stem Wall	14,665.37		35,107.91
08/12/2025	CHBM Pro Group	House 236 - Fill for Interior/Exterior Pad, Com	4,795.00		39,902.91
08/14/2025	Mike Scott Plumbing	First Rough Plumb	3,424.00		43,326.91
08/22/2025	David King, Jr.	House Plans	400.00		43,726.91
08/27/2025	CHBM Pro Group	#236 - Pre-test Spray & Slab Pour	11,340.30		55,067.21
08/28/2025	Ro-Mac Lumber & Supply	Lumber & Strap Ties	3,350.76		58,417.97
08/29/2025	Tibbetts Lumber Co.	Framing Materials	4,579.14		62,997.11
09/04/2025	Lowe's Home Centers, LLC	OSB Sheathing	49.32		63,046.43
09/08/2025	Patriot Waste Containers	Portable Toilet monthly Fee	125.00		63,171.43
09/09/2025	Tibbetts Lumber Co.	Framing Materials - Skipped Invoice	2,865.97		66,037.40
09/10/2025	AAA Construction LLC	House Framing	5,000.00		71,037.40
09/10/2025	Ro-Mac Lumber & Supply	Roofing Supplies	1,110.01		72,147.41
09/10/2025	Ro-Mac Lumber & Supply	Roofing Lumber	144.97		72,292.38
09/16/2025	Ro-Mac Lumber & Supply	Roofing Supplies	82.72		72,375.10
09/17/2025	Lowe's Home Centers, LLC	Framing	93.01		72,468.11
09/18/2025	Town & Country Industries	Window Wrap	226.56		72,694.67
09/18/2025	Lowe's Home Centers, LLC	Framing	12.12		72,706.79
09/19/2025	Patriot Waste Containers	R&R 20yd Container	225.00		72,931.79
09/22/2025	Alex Franklin	730 NW 14th St - Women Build, Lot mowed fc	80.00		73,011.79
09/23/2025	Ro-Mac Lumber & Supply	Exterior Doors	1,874.71		74,886.50
09/29/2025	Town & Country Industries	Fascia & Soffit Materials	3,533.41		78,419.91
10/01/2025	City of Ocala Municipal Services	New Set up for water at #236, 730 NW 14th - \	4,480.00		82,899.91
10/01/2025	Roam Electric	Full Electric Install, Parts & Labor	6,071.00		88,970.91
10/03/2025	Lowe's Home Centers, LLC	Framing	96.32		89,067.23
10/06/2025	Suncoast	Installation	377.55		89,444.78
10/07/2025	Suncoast	Installation	2.28		89,447.06
10/08/2025	Patriot Waste Containers	Portable Toilet Rental - October	62.50		89,509.56
10/08/2025	Lowe's Home Centers, LLC	Framing	51.04		89,560.60
10/10/2025	S&K Drywall	Drywall Installation	5,200.00		94,760.60
10/14/2025	Lowe's Home Centers, LLC	Foundation Safety	17.75		94,778.35

10/20/2025	Brian Gast	Painting Supplies	64.47		94,842.82
10/20/2025	Lowe's Home Centers, LLC	Cabinets	3,822.35		98,665.17
10/21/2025	Tibbetts Lumber Co.	Doors & Door Framing Supplies	1,864.65		100,529.82
10/21/2025	Lowe's Home Centers, LLC	Punch Out	96.48		100,626.30
10/24/2025	Tibbetts Lumber Co.	Casing	74.04		100,700.34
10/25/2025	Michael's Custom Trim, LLC	Doors	455.00		101,155.34
10/30/2025	Tyton Construction, Inc.	Imported 14 lds of fill. Garde and cut delivery	3,500.00		104,655.34
10/30/2025		GAB Inspection Fee for LOC	150.00		104,805.34
10/31/2025	Waste Pro	Portalet Monthly Fee - Was Patriot, companies	62.50		104,867.84
11/01/2025	Lowe's Home Centers, LLC	Paint/Trim	118.07		104,985.91
11/06/2025	Marion Masonry Materials, Inc	Wire Mesh Roll & Chairs	94.96		105,080.87
11/06/2025	Michael's Custom Trim, LLC	Cabinet Installation	1,125.00		106,205.87
11/06/2025	JRV Construction	Concrete Driveway Pour	708.00		106,913.87
11/07/2025	Josh James	Wire Mesh Roll & Chairs - Cash for balance du	7.39		106,921.26
11/07/2025	Lowe's Home Centers, LLC	Paint	177.35		107,098.61
11/09/2025	Lowe's Home Centers, LLC	Bathrooms	408.31		107,506.92
11/12/2025	Marion Masonry Materials, Inc	Concrete Prep	22.50		107,529.42
11/12/2025	Michael's Custom Trim, LLC	Baseboards, Bifolds, and Under Counter Casing	352.00		107,881.42
11/12/2025	City of Ocala Municipal Services	Right of Way Permit - House 236	51.47		107,932.89
11/13/2025	Cade Solutions	Manufacturing & Installation of Custom Formi	2,000.00		109,932.89
11/13/2025	Cade Solutions	Install LPV Flooring	1,150.00		111,082.89
11/17/2025	Seltzer Management Group, Inc.	HOP Review for Mann # 236	578.00		111,660.89
11/17/2025	Tibbetts Lumber Co.	Door Bumper	15.10		111,675.99
11/17/2025	Got Concrete Ocala, LLC	PSI Regular Flyash with Expansion Joints	1,801.25		113,477.24
11/18/2025	Lowe's Home Centers, LLC	Punch Out Items	459.15		113,936.39
11/20/2025	Mike Scott Plumbing	Final Trim Plumbing, Extra fro 1" Water Line &	3,448.00		117,384.39
11/20/2025	Roam Electric	Install GFI breaker for temp power, Straps, Trir	3,269.00		120,653.39
11/21/2025	Professional Pest Solutions	Termite Perimeter	100.00		120,753.39
11/21/2025	City of Ocala Municipal Services	Electric 10/30/25 to 11/9/25	105.61		120,859.00
11/21/2025		Inspections - Realtor Build & Women Build for	150.00		121,009.00
11/25/2025	Suncoast	Fiberglass Install	632.50		121,641.50
12/01/2025	Lowe's Home Centers, LLC	Paint & Paint Supplies - Sale Date 10/16/25	621.80		122,263.30
12/02/2025	Lowe's Home Centers, LLC	Storm Doors	323.77		122,587.07
12/03/2025	Conservation Plus	Blower Door Test	185.00		122,772.07
12/03/2025	Seminole Feed Stores	Grass Seed	208.99		122,981.06
12/03/2025	Lowe's Home Centers, LLC	Punchout	166.61		123,147.67
12/04/2025	Lowe's Home Centers, LLC	Appliances	81.33		123,229.00
12/08/2025	Lowe's Home Centers, LLC	Straw Matts for Landscape		129.12	123,099.88
12/13/2025	Lowe's Home Centers, LLC	Blinds	153.83		123,253.71
12/16/2025	City of Ocala Municipal Services	Electric 11/16/25 to 12/11/25	58.03		123,311.74
12/16/2025	Finyl Products	Column Cladding	253.48		123,565.22
12/18/2025	Lowe's Home Centers, LLC	Punchout	57.00		123,622.22
12/23/2025	My AMC, LLC	Appraisal - Mann, Britney	620.00		124,242.22
12/23/2025	All Aspects Cleaning Inc.	Final Clean on New Construction	300.00		124,542.22
12/26/2025	D.W. Hirst and Associates, Inc.	Final Elevation Certificate & Final Survey	600.00		125,142.22
01/01/2026	A Good Man Around The House, LLC	Roofing - Dated 10/16/25 - Sent to wrong emai	2,599.20		127,741.42
01/01/2026	Tibbetts Lumber Co.	Late Fee	21.50		127,762.92
01/13/2026	Alise Williams Insurance Agency	Mann, Britney - Flood Insurance	349.00		128,111.92
01/21/2026	Affiliated Title Agency	CIP# 15236 - Mann, B. Closing	7,460.27		135,572.19

01/21/2026		To record refund of HOP fee closing of CIP #15236 - Mann, Brit		578.00	134,994.19
01/21/2026		To record closing costs on CIP #15236 - Mann, Britney - 730 NW		3,380.02	131,614.17
01/21/2026		To close out CIP #15236 - Mann, Britney - 730 NW 14th Street C		131,036.17	578.00
01/23/2026	Affiliated Title of Central Florida, Ltd.	HOP Reimbursement - Mann, B. - 730 NW 14th St		578.00	0.00
02/01/2026	Waste Pro	20YD Roll Off Haul Fee 10/16/25	225.00		225.00
02/01/2026	Waste Pro	20YD Roll Off Haul Fee 11/07/25	450.00		675.00
			136,376.31	135,701.31	675.00
			136,376.31	135,701.31	675.00
			136,376.31	**135,701.31**	**675.00**

NEW SINGLE FAMILY RESIDENCE FOR:

HABITAT FOR HUMANITY

PID 25569-000-01
HOUSE 237
MARION COUNTY, FLORIDA

BUILDING CODES

FACILITY DESCRIPTION

TYPE OF ROOF – SLOPED
ROOF MATERIAL – FIBERGLASS SHINGLES

BUILDING AND SITE INFORMATION

ZONING – R1
LAND USE – SINGLE FAMILY RESIDENTIAL

BUILDING HEIGHT

ACTUAL HEIGHT – 12'-4" (1 STORY)

BUILDING AREA TABULATION

TOTAL BUILDING AREA – 1,480 SQ.FT.

SOIL BEARING CAPACITY

MINIMUM CODE REQUIREMENTS – 2000 LB PSF.
MINIMUM COMPACTION – 90% MOD. DRY DENSITY

TYPE OF CONSTRUCTION

TYPE V-B UNSPRINKLERED

OCCUPANCY CLASSIFICATION & LOAD

CLASSIFICATION – RESIDENTIAL

IMPORTANCE FACTOR – (1)

DESIGN CRITERIA		
DESIGN WIND SPEED		139 MPH
RISK CATEGORY		II
EXPOSURE CATEGORY		B
INTERNAL WIND COEFFICIENT		+0.18 & -0.18
ALL COMPONENTS INCLUDING DOORS AND WINDOWS SHALL BE DESIGNED TO THE FOLLOWING PRESSURES:		
EFFECTIVE AREA	PRESSSURE (PSF)	
SQ. FT.	OUT	IN
10	21.2	-28.3
20	20.2	-26.4
50	18.9	-23.9
100	18.0	-22.0

ATTIC VENTILATION REQUIREMENTS

REQ'D: 1,480 SF / 300 = 4.98 SF
EAVE: 4.98/2 = 2.49 SF
RIDGEVENT: 4.98/2 = 2.49 SF
PROVIDED:
EAVE: 149 LF X 9/144/LF = 9.35 SF
RIDGEVENT: 32 LF X .167" = 5.35 SF

NOTE: RIDGE VENTING IS TO BE PROVIDED IN ADDITION TO SOFFIT VENTILATION

STRUCTURAL LOADS

ROOF LIVE LOADS – 20 P.S.F. REDUCIBLE
COLLATERAL LOAD – 2 P.S.F.
FLOOR LIVE LOADS – 40 P.S.F
ULTIMATE WIND SPEED – 138 M.P.H.
NOMINAL WIND SPEED – 107 M.P.H.
BASIC VELOCITY P.S.F. – 29.8 P.S.F. @ 33-0" MEAN ROOF HT.

FIRE RESISTANCE OF COMPONENTS

INTERIOR BEARING WALLS – N/A
EXTERIOR BEARING WALLS – N/A
COLUMNS AND BEAMS – N/A
ROOF/CEILING ASSEMBLY – N/A

PLUMBING REQUIREMENTS

RESIDENTIAL – N/A

	REQUIRED	PROVIDED
TOILET –	1	1
WASHER CONNECTION –	1	1
LAVATORY –	1	1
TUB –	1	1

EGRESS REQUIREMENTS

	REQUIRED	PROVIDED
MINIMUM NUMBER OF EXITS –	1	1

WIDTH OF EGRESS DOOR– 36" HINGED ENTRANCE DOOR

FIRST FLOOR SLEEPING AREAS – 5 SQ.FT. OF GLASS IN ROOMS W/O DOORS TO THE EXTERIOR

EXTERIOR DOOR MANUFACTURER

SEE ATTACHED DATA

WINDOW MANUFACTURER

SEE ATTACHED DATA

ROOF SHINGLE MANUFACTURER

SEE ATTACHED DATA

DESIGN CODE REFERENCE

BUILDING CODE – FLORIDA RESIDENTIAL BUILDING CODE – 8th EDITION (2023)
ELECTRICAL CODE – NATIONAL ELECTRIC CODE – 2020 EDITION
PLUMBING CODE – FLORIDA PLUMBING CODE – 8th EDITION (2023)
MECHANICAL CODE – FLORIDA MECHANICAL CODE – 8th EDITION (2023)
FIRE CODE – FLORIDA FIRE PREVENTION CODE – 8th EDITION (2023)
GAS CODE – FLORIDA FUEL GAS CODE – 8th EDITION (2023)
NFPA 58 – LIQUEFIED PETROLIUM GAS – (2020)
NFPA 72 – NATIONAL FIRE ALARM CODE (2019)
NFPA 72E – AUTOMATIC DETECTION DEVICES (LATEST EDITION)
NFPA 101 – LIFE SAFETY CODE (2021)
NFPA 80 – FIRE DOORS AND WINDOWS (2019)
OSHA
ACI-318 – BUILDING REQUIREMENTS FOR REINFORCED CONCRETE (2019)
AISC CODE OF STANDARD PRACTICE (MANUAL OF STEEL CONSTRUCTION, 9th EDITION)
S-310 SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STEEL

TRUSS SUBMITTAL CERTIFICATION

DATE: 19-MAY 2025
PROJECT PID: 25569-000-01
PERMIT NUMBER: TBD
TRUSS MANUFACTURER:BRUCE COMPONNENT SYSTEMS
JOB NO: MFNM-237

TO: CITY OF OCALA BUILDING DEPARTMENT

I CERTIFY THAT I HAVE REVIEWED THE ATTACHED TRUSS CALCULATIONS AND ENGINEERING DATED 18-MAR-2025 FOR THE ABOVE-MENTIONED PROJECT, AND THE DESIGN SIGNED AND SEALED BY THE TRUSS ENGINEER MEETS OR EXCEEDS THE DESIGN SPECIFIED ON THIS PLAN SET. OTHER COMPONENTS OF THE TRUSS PACKAGE(INCLUDING, BUT NOT LIMITED TO, CONNECTIONS, TRUSS LOADS, LOAD PATH, BEARING POINTS, ETC.) HAVE BEEN REVIEWED IN THEIR ENTIRETY AND ARE IN COMPLIANCE WITH SPECIFICATIONS OF THE PLAN SET. THE LOADINGS ARE COMPLIANT WITH THE ORIGINAL ASSUMPTIONS PF THE DESIGN AND WILL SATISFY THE 2023 FBC REQUIREMENTS

CONSTRUCTION NOTES

GENERAL

G01 – THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR START OF CONSTRUCTION.
G02 – THE GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, ALL WORKERS AND ALL OTHER PEOPLE PRESENT DURING CONSTRUCTION. HE SHALL SUPERVISE AND DIRECT THE WORK AND BE RESPONSIBLE FOR ALL CONSTRUCTION.
G03 – THE GENERAL CONTRACTOR SHALL COORDINATE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ANCHORS, EMBEDS, SUPPORTS, OR ANY OTHER ITEMS WHICH MAY EFFECT STRUCTURAL DRAWINGS.

FOUNDATION

F01 – ALL ORGANIC MATERIALS, REFUSE MATERIALS AND SOFT AREAS IN SOIL SHALL BE REMOVED AND THE SOIL PREPARED FOR AN ALLOWABLE BEARING PRESSURE OF 2000psf.
F02 – SHOULD THE CONTRACTOR DISCOVER ANY CONDITION WHICH COULD PREVENT THE ATTAINMENT OF THE STATED DESIGN PRESSURE, HE SHALL NOTIFY THE ARCHITECT OR ENGINEER IMMEDIATLY.

SLAB ON GRADE

F03 – COMPACT INTERIOR FILL TO 95% MINIMUM MAX DRY DENSITY (MODIFIED PROCTOR, ASTM D1557-58T OPTIMUM MOISTURE CONTENT). SOIL COMPACTION SHALL BE FIELD CONTROLLED BY A REPRESENTATIVE FROM A QUALIFIED LABORATORY APPROVED BY THE ENGINEER. EACH LAYER OF FILL SHALL NOT EXCEED 10" AND SHALL BE COMPACTED PRIOR TO THE PLACEMENT OF THE NEXT FILL LAYER.
F03 – ALL FLOOR SLABS SHALL BE PLACED UPON A 4" THICK SAND LAYER FOR FINE GRADING.

CONCRETE AND REINFORCING

C01 – CONCRETE WORK SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-19).
C02 – CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH AS FOLLOWS:
FOUNDATIONS, FILLED CELLS AND CONCRETE BEAMS – 3000psi
SLABS ON GRADE– 3000psi
C03 – ALL REBAR SHALL CONFORM TO ASTM-615, GRADE 40, AND SHALL LAP A MINIMUM OF 25" AT ALL JOINTS. SLABS WITH FIBER MESH OR WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185-02.
C04 – COVER FOR ALL REINFORCING STEEL SHALL BE AS FOLLOWS (UNLESS NOTES):
ALL FOOTINGS – 3"
SLABS ON GRADE – 1-1/2" FROM TOP OF CONCRETE
ALL BEAMS – 1-1/2" ON STIRRUPS
C05 – VERTICAL REBAR WALL REINFORCING SHALL BE A STANDARD HOOK WITH A 25" PROJECTION ABOVE SLAB AND HAVE A MINIMUM 7" EMBEDMENT.

MASONRY

M01 – ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530-14).
M02 – ALL CONCRETE BLOCKS SHALL CONFORM TO ASTM C 90. 128 DAY STRENGTH MUST EQUAL 2000psi, FM SHALL EQUAL 1500psi LAID IN A RUNNING BOND.
M03 – ALL MORTAR SHALL BE TYPE S OR M.
M04 – REINFORCE ALL CMU WALLS WITH A CONTINUOUS HORIZONTAL BOND BEAM GROUTED SOLID AND REINFORCE WITH A MINIMUM OF (1) #5 REBAR WITH A 25" OVERLAP AT EACH JOINT.
M05 – WHERE SHOWN, ALL VERTICAL CELLS OF BLOCK MASONRY SHALL BE FILLED WITH 3000psi GROUT HAVING A 28 DAY STRENGTH OF 3000psi AND A GROUND SLUMP NOT LESS THAN 8". REINFORCE WITH A MINIMUM OF (1) #5 VERTICAL REBAR WITH A MINIMUM 25" OVERLAP AT EACH JOINT.
M06 – GROUT FOR FILLED CELLS SHALL BE POURED OR PUMPED IN LIFTS NOT TO EXCEED 10'-0" IN HEIGHT AND SHALL BE CONSOLIDATED AT THE TIME OF POURING BY RODDING OR VIBRATING.
M07 – PROVIDE KNOCKOUTS IN CMU AT TH BASE OF EACH FILLED CELL TO ALLOW VISUAL VERIFICATION OF COMPLETE GROUT PENETRATION.

STRUCTURAL LUMBER

L01 – ALL STRUCTURAL AND LOAD BEARING WALLS SHALL HAVE A MINIMUM FB OF 1200psi.
L02 – WALLS HIGHER THAN 9'-0" SHALL HAVE INTERMEDIATE BRIDGING SPACED NOT GREATER THAN 72" APART.
L03 – ALL LOAD BEARING WALLS SHALL HAVE A DOUBLE SYP No.2 TOP PLATE.
L04 – ALL WOOD IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.

STRUCTURAL STEEL

S01 – STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (USE THE LATEST EDITION).

DRAWING INDEX

ARCHITECTURAL

COVER – BUILDING CODE DATA
A1 – EXTERIOR ELEVATIONS
A2 – FLOOR PLAN
DOOR AND WINDOW SCHEDULES
A3 – FOUNDATION PLAN AND DETAILS
A4 – ROOF FRAMING PLAN AND DETAILS

REVIEWED
For Code Compliance
City of Ocala Growth Management
BLD25-0991
HABITAT FOR HUMANITY NEW SFR
6/9/2025

DRAWING ISSUE: PERMIT 18 MAR 2025
REVISED: 1 REVIEW COMMENTS 19 MAY 2025

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
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7500 SW 61ST AVE
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OCALA, FL 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 3044

PROJECT

3/2.1 CAR LEFTHAND CARPORT
HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

HABITAT FOR HUMANITY
HOUSE 237
PID 25569-000-01
MARION COUNTY, FLORIDA

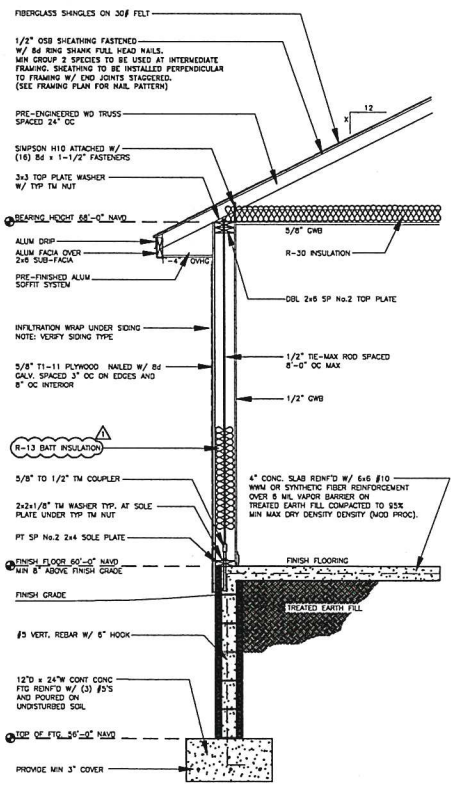
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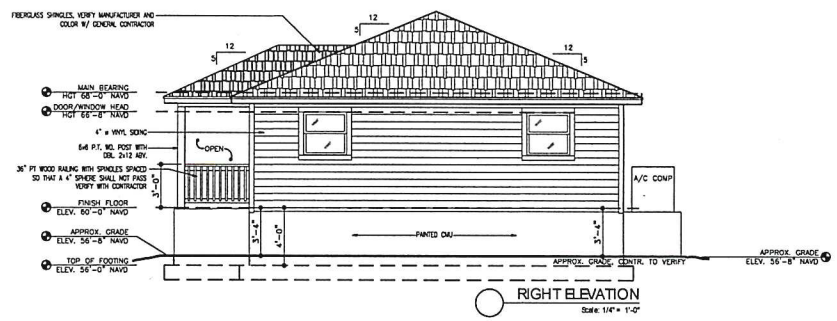
COVER
BUILDING CODE DATA

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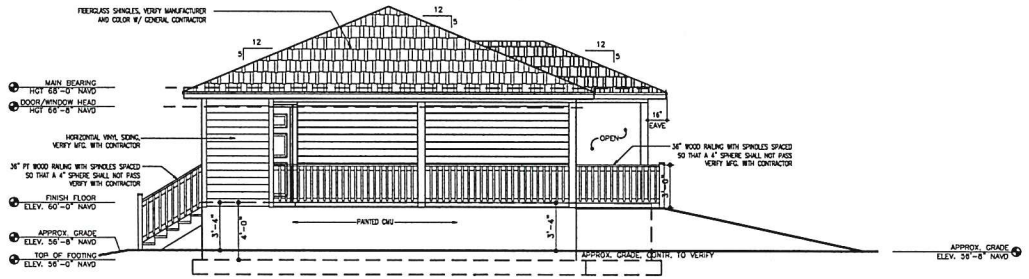
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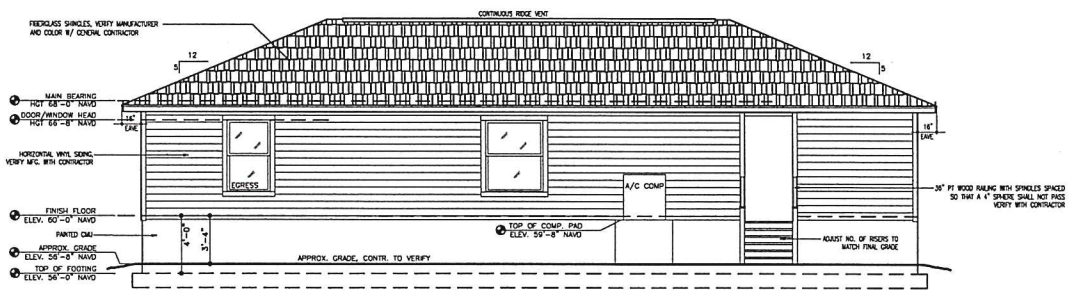
TYPICAL 2x6 WALL SECTION WITH STEMWALL FOOTING
SCALE: 3/4" = 1'-0"



RIGHT ELEVATION
Scale: 1/4" = 1'-0"



LEFT ELEVATION
Scale: 1/4" = 1'-0"



REAR ELEVATION
Scale: 1/4" = 1'-0"



FRONT ELEVATION
Scale: 1/4" = 1'-0"

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For Code Compliance
City of Ocala Growth Management
BLD25-0991
HABITAT FOR HUMANITY NEW SFR
6/9/2025

DRAWING ISSUE: PERMIT 18 MAR 2025
REVISED: ⚠ REVIEW COMMENTS 19 may 2025

SEAL
STATE OF FLORIDA DAVID PAUL KING, JR. AR0012999 REGISTERED ARCHITECT

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OCALA, FL. 34476
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352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,899
STATE OF GEORGIA 3044

PROJECT

3/2 1 CAR LEFTHAND CARPORT HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

HABITAT FOR HUMANITY

HOUSE 237
RD 25569-000-01
MARION COUNTY, FLORIDA

DRAWN BY: DPK/PAZ
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

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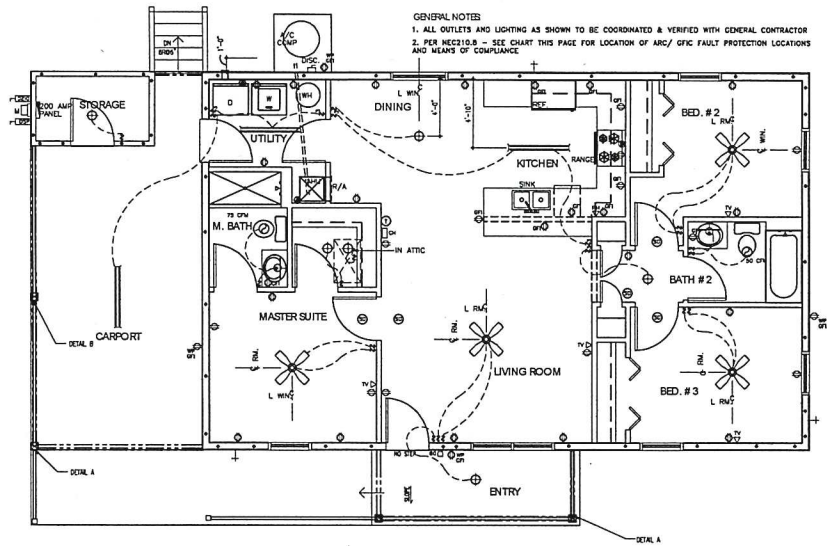
EXTERIOR ELEVATIONS
TYPICAL WALL SECTION

SHEET NUMBER

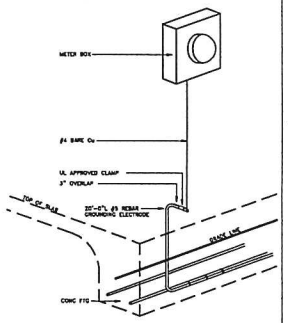
A1

ELECTRICAL SYMBOL KEY			
⊕	SURFACE MOUNTED LIGHT	$	SINGLE SWITCH
⊕	WALL MOUNTED LIGHT	$3	3-WAY SWITCH
⊕	WALL MOUNTED SCONCE LIGHT	$4	4-WAY SWITCH
⊕RC	RECESSED CAN LIGHT	$RC	REMOTE CONTROL SWITCH
⊕R.G VP	VAPOR-PROOF RECESSED	$D	DIMMER SWITCH
⊕PL	PENDANT LIGHT	▯DB	DOOR BELL CONNECTION
⊕RC EB	RECESSED EYEBALL CAN LIGHT	▯CH	DOOR CHIME
⊗	EXHAUST FAN W/ LIGHT	◁TV	TV OUTLET
⊗	EXHAUST FAN	◁PH	PHONE OUTLET
⊢	UNDER CABINET	◁DA	DATA OUTLET
▭	RECESSED FLOURESCENT LIGHT	Ⓙ	JUNCTION BOX (FUTURE FIXTURE)
▭	DOUBLE BULB FLOURESCENT LIGHT	Ⓣ	THERMOSTAT
⊢⊙⊣	TRACK LIGHTING	DISC	DISCONNECT SWITCH
⊕	EXTERIOR FLOODLIGHT	SS	SURROUND SOUND BASE
⊕PA	EXTERIOR PATH LIGHT	◁SS	SURROUND SOUND SPEAKER
●	220 OUTLET	▭	200 AMP ELEC. PANEL
⊖	110 OUTLET	⊓	METER
⊖	110V RECEPTACLE (SWITCHED)	VAC	CENTRAL VAC STATION
⊕	QUAD RECEPTACLE	▯	INTERCOM STATION
⊖	UNDER COUNTER 110 OUTLET	(S)	SMOKE DETECTOR
⊖WP SPL	WATER-PROOF OUTLET	⌭	GARBAGE DISPOSAL
⊖GFI	GROUND FAULT OUTLET	✕	CEILING FAN W/ PULL CHAIN FOR LIGHT
⊖WP	WP GFI SOFFIT OUTLET		
⊖	GFI FLOOR OUTLET	✕	CEILING FAN W/ LIGHT
▭	SURGE PROTECTION DEVICE		

GENERAL NOTES
1. ALL OUTLETS AND LIGHTING AS SHOWN TO BE COORDINATED & VERIFIED WITH GENERAL CONTRACTOR
2. PER NEC210.8 - SEE CHART THIS PAGE FOR LOCATION OF ARC/ GFIC FAULT PROTECTION LOCATIONS AND MEANS OF COMPLIANCE

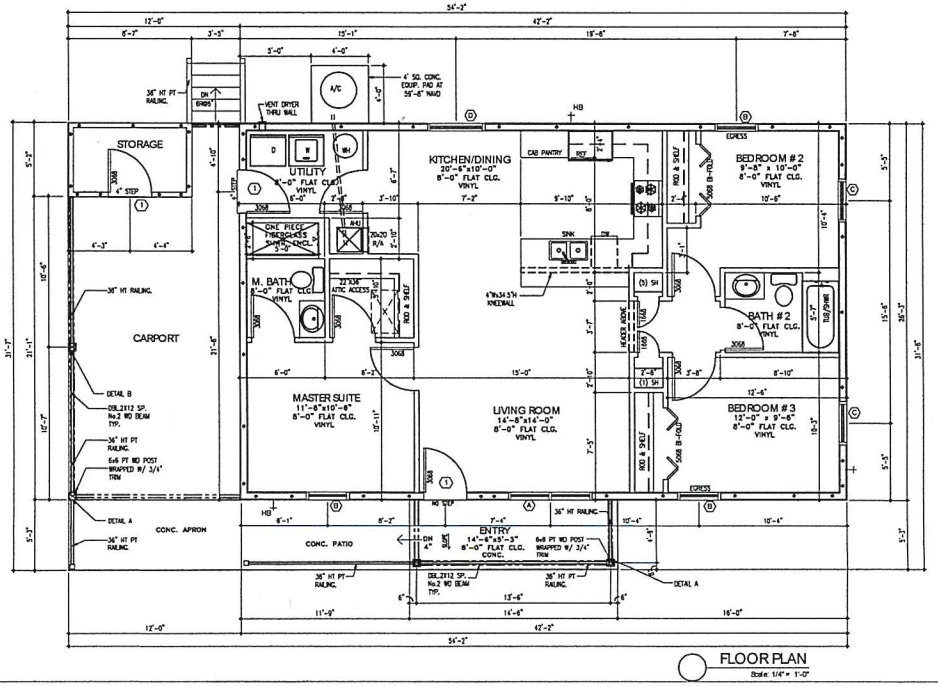


ELECTRICAL PLAN
Scale: 1/4" = 1'-0"



GROUNDING ELECTRODE SYSTEM DETAIL
NOT TO SCALE
PROVIDE INTERSYSTEM BONDING TERMINATION BLOCK IN ACCORDANCE WITH FPBC CHAPTER 3909.3

FAULT CURRENT NOTES	
TYPE OF PROTECTION	PROTECTED DEVICE OR AREA
AFIC	FAMILY RM, LIVING RM, DINING RM, SUNROOM, PARLOR, LIBRARY, DEN, RECREATION RM, CLOSET,
AFIC/ GFIC	KITCHENS AND LAUNDRY RM (125V) DEVICES, IN BEDROOM AND HALLWAYS WHERE RECEPTACLE IS WITHIN 6' OF A SINK, BASEMENT
GFIC	KITCHENS (250V) DEVICES, WHERE RECEPTACLE IS WITHIN 6' OF A SINK, LAUNDRY (250V) DEVICE GARAGE (125 AND 250V) DEVICES, OUTDOOR RECEPTACLES (125 AND 250V) DEVICES, OUTDOOR OUTLETS (A/C AND SIMILAR, SUMP PUMPS AND BATHROOMS



FLOOR PLAN
Scale: 1/4" = 1'-0"

DOOR AND WINDOW SCHEDULE						
MARK	DESCRIPTION	ROUGH OPENING BLOCK	HEADER	SQ. FTG	REMARKS	WIND DESIGN PRESSURES
(A)	(2) 3050 SH	72" x 60"	DBL. 2x10	30.000		
(B)	3050 SH	36" x 60"	DBL. 2x6	15.000	EGRESS	20.2 /-28.4
(C)	3030 SH	36" x 36"	DBL. 2x6	9.000		21.2 /-28.3
(D)	4050 SH	48" x 60"	DBL. 2x8	20.000		
(1)	3068 ENTRY	40" x 82"	DBL. 2x6	29.611	EXTERIOR	18.8 /-23.9
VERIFY ALL WINDOW AND DOOR SIZES, TYPES, MANUFACTURER AND LOCATION W/ OWNER PRIOR TO CONSTRUCTION.						
VERIFY ALL ROUGH OPENING DIMENSIONS WITH WINDOW AND DOOR MANUFACTURER.						
PROVIDE CONTINUOUS WEATHER STRIPPING AND EXTRUDED THRESHOLD AT EXTERIOR DOOR LOCATIONS.						

GENERAL NOTES
SCALE: 1/4" = 1'-0"
NOTE: ALL FRAME WALL SEGMENTS LONGER THAN 3'-4" AND WITH OPENINGS LESS THAN 12" SQUARE ARE TO BE CONSIDERED SHEARWALL SEGMENTS.
NOTE: ALL CEILINGS TO BE 8'-0" FLAT, UNLESS OTHERWISE SPECIFIED
NOTE: VERIFY ALL FLOORING W/ OWNER PRIOR TO CONSTRUCTION

AREA CALCULATIONS

A/C LIVING:	1,107 S.F.
CARPORT:	271 S.F.
STORAGE:	42 S.F.
ENTRY:	70 S.F.
TOTAL	1,490 S.F.

REVIEWED
For Code Compliance
City of Ocala Growth Management
BLD25-0991
HABITAT FOR HUMANITY NEW SFR
6/5/2025

DRAWING ISSUE: PERMIT 18 MAR 2025
REVISED:

David P King
Digitally signed by David P King
Date: 2025.03.27 14:45:50 -04'00'

SEAL
STATE OF FLORIDA
DAVID PAUL KING
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REGISTERED ARCHITECT

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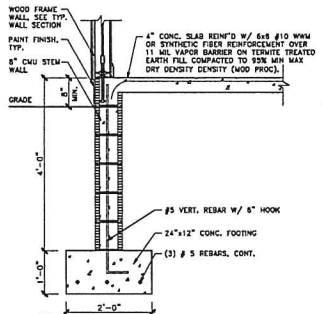
REGISTRATIONS:
STATE OF FLORIDA AR 12,899
STATE OF GEORGIA 3044

PROJECT
3/2 1 CAR LEFTHAND CARPORT HIP PORCH STEM WALL
SINGLE FAMILY RESIDENCE
FOR
HABITAT FOR HUMANITY
HOUSE 237
PID 25569-000-01
MARION COUNTY, FLORIDA

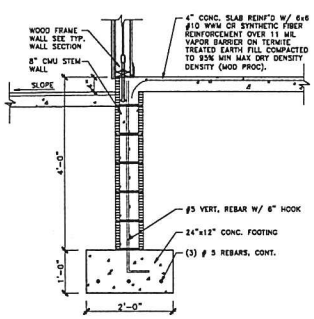
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ARCHITECT'S PROJECT No.:

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FLOOR PLAN
ELECTRICAL PLAN
SCHEDULES

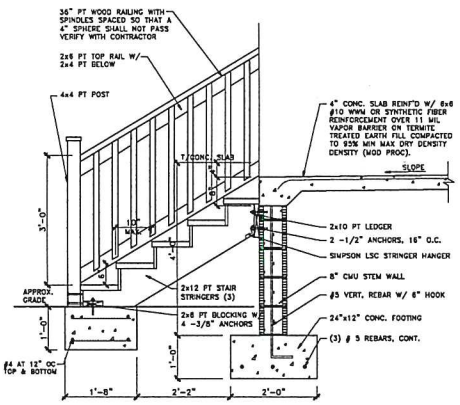
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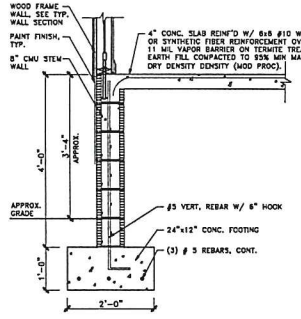
F1 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



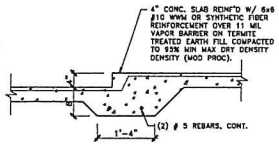
F2 FOOTING DETAIL
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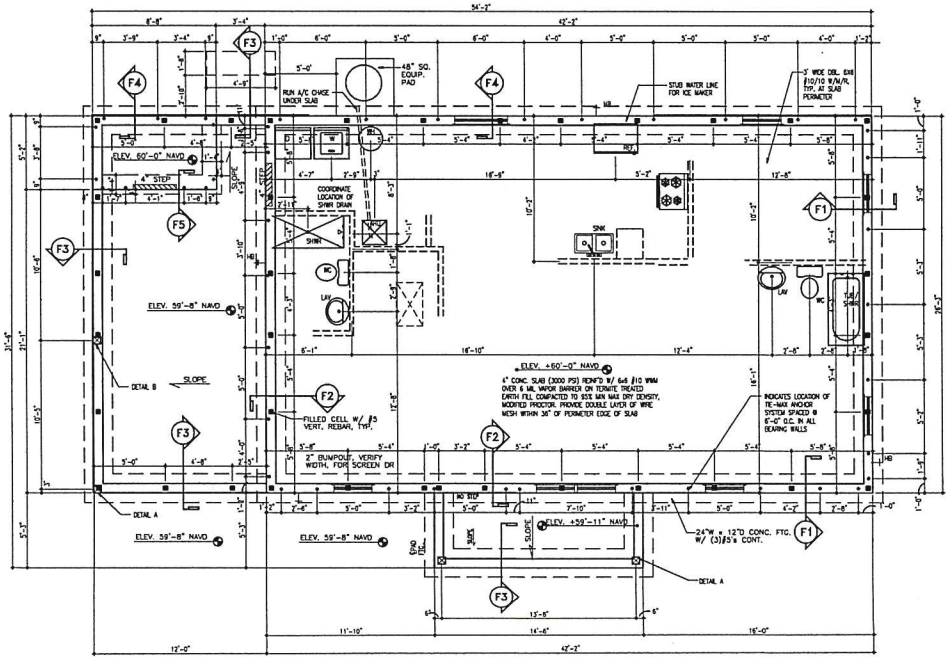
F3 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



F4 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



F5 THICKENED SLAB DETAIL
SCALE: 3/4" = 1'-0"



FOUNDATION PLAN
Scale: 1/4" = 1'-0"

REVIEWED
For Code Compliance
City of Ocala Growth Management
HLD25-0991
HABITAT FOR HUMANITY NEW SFR
6/9/2025

DRAWING ISSUE: PERMIT 18 MAR 2025

REVISED:

David P King
Digitally signed by David P King
Date: 2025.03.27 14:44:42 -04'00'

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

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352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 3044

PROJECT

3/2 1 CAR LEFTHAND CARPORT HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

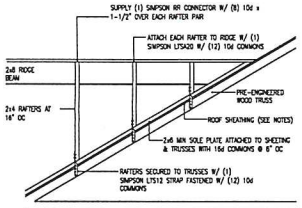
HABITAT FOR HUMANITY

HOUSE 237
PID 25569-000-01
MARION COUNTY, FLORIDA

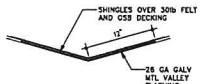
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APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

SHEET TITLE:
FOUNDATION PLAN DETAILS

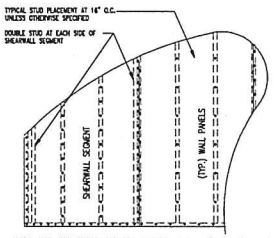
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A3



CONVENTIONAL VALLEY FRAMING DETAIL
NOT TO SCALE

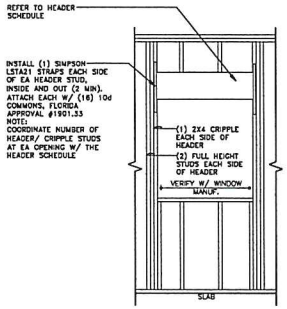


VALLEY FLASHING
SCALE: N.T.S.



NOTE: NAIL ALL SHEARWALL SEGMENT TO STUDS W/ #8d COMMONS AT 3" O.C. ON ALL EDGES AND 6" O.C. INTERMEDIATE. ALL OTHER NAILED AT 6" ON ALL EDGES AND 12" INTERMEDIATE.

SHEAR WALL DETAIL
SCALE: N.T.S.



HEADER TO WALL DETAIL
SCALE: N.T.S.

ROOF ANCHOR SCHEDULE			
MARK	UPLIFT	ANCHOR	FLORIDA APPROVAL #
TYP. WD	1140	(1) SIMPSON H10A FASTENED W/ (18) 10d x 1-1/2" COMMONS	10456.7
TRUSS TO BEAM, TYP.	1140	(1) SIMPSON H10A FASTENED W/ (18) 10d x 1-1/2" COMMONS	10456.7
HIP CORNER TRUSS	645	(1) SIMPSON HCP2 FASTENED W/ (12) 10d x 1-1/2" NAILS	10447.4
Ⓐ - WD COLUMN TO SLAB	2300	(1) SIMPSON ABU66Z W/ (12) 16d COMMONS OR (2) 1/2"DIA MACHINE BOLTS AND (1) 5/8"DIA x 6'L ANCHOR BOLT	10850.2
Ⓑ - BEAM TO WD COLUMN	700	(1) SIMPSON MU212-2TF FASTENED AS PER MANUFACTURERS SPECIFICATIONS	10667.16

TRUSS ENGINEERING NOTES

TRUSS LAYOUT SHOWN FOR GRAPHICAL PURPOSES ONLY. TRUSS MFR SHALL SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER. UPLIFT ANCHORAGE AND LOADS MUST BE PROVIDED W/TRUSS PROFILES.

PROVIDE A CONTINUOUS LOAD PATH BETWEEN FOUNDATION AND ROOF SYSTEM. ALL CONNECTORS SHALL BE INSTALLED PER MFR'S RECOMMENDATIONS.

ROOF SHEATHING NOTES

ALL SHEATHING SHALL BE ATTACHED TO ROOF FRAMING W/ 8d RING SHANK FULL HEAD NAILS

WITHIN 48" OF EAVE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 48" OF RIDGE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 80" OF RAKE EAVE	4" OC EDGES AND 4" AT INTERMEDIATE FRAMING
ALL OTHER AREAS	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING

ALL ROOF SHEATHING SHALL BE 1/2" NOMINAL STRUCTURAL SHEATHING APA RATED FOR 24" ROOF SPAN

HEADER SCHEDULE				
MARK	SPAN	BEAM DESCRIPTION	NUMBER OF CRIPPLE STUDS ON EA. SIDE OF OPNG	NUMBER OF FULL HGT STUDS ON EA. SIDE OF OPNG
T TYPICAL	UP TO 3'-0"	(2) 2x8 SP No.2 W/ (1) 1/2" OSB SPACERS	1	1
1	3'-0" TO 8'-0"	(2) 2x8 SP No.2 W/ (1) 1/2" OSB SPACERS	2	1
2	8'-0" TO 8'-0"	(2) 2x10 SP No.2 W/ (1) 1/2" OSB SPACERS	2	2
3	8'-0" TO 12'-0"	(2) 2x12 SP No.2 W/ (1) 1/2" OSB SPACERS	2	2

NOTE: ALL BMS TO HAVE MIN OF (1) 2x4 SO No.2 CRIPPLE STUDS AND (2) FULL HGT SP No.2 2x4 ON EA. SIDE OF OPNG, UNLESS OTHERWISE SPECIFIED

HABITAT FOR HUMANITY

#237 MARION COUNTY

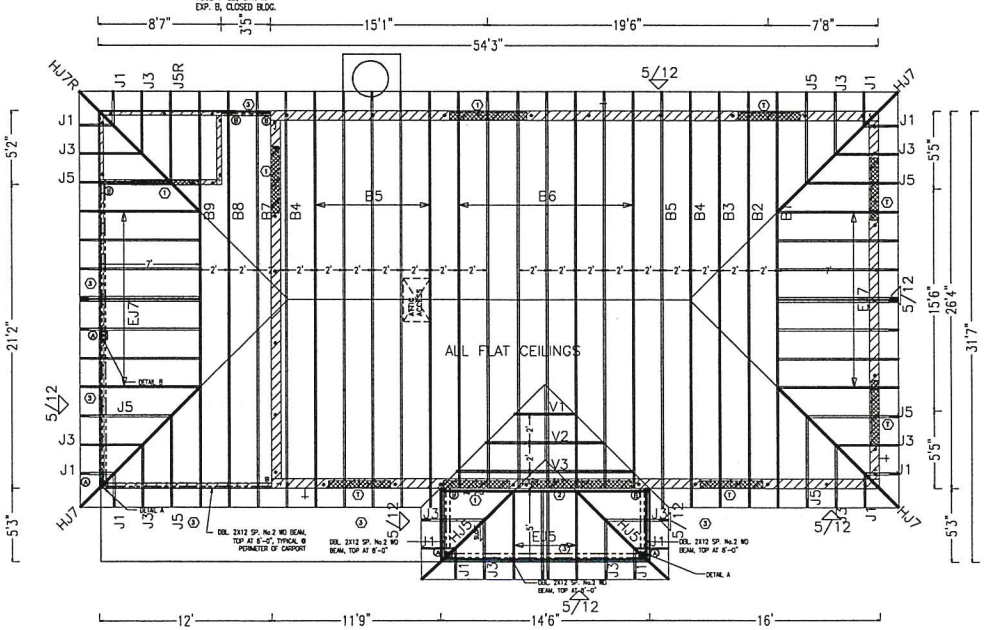
BRUCE COMPONENT SYSTEMS Inc.

03/18/2025

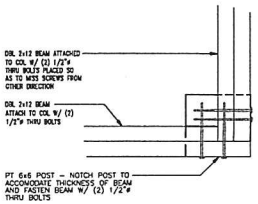
ROOF LOADING:
37psf TOTAL LOAD
20psf TOP CHORD LIVE LOAD
7psf TOP CHORD DEAD LOAD
10psf BOTTOM CHORD DEAD LOAD

FBC 8TH ED 2023
140mph WIND SPEED
ASCE 7-22, CAT. II,
EXP. B, CLOSED BLDG.

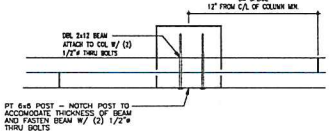
5/12 [PITCH
16" OVERHANG



ROOF FRAMING PLAN
Scale: 1/4" = 1'-0"



DETAIL A- BEAM TO COLUMN CONNECTION
SCALE: N.T.S.



DETAIL B - BEAM TO COLUMN CONNECTION
SCALE: N.T.S.

REVIEWED
For Code Compliance
City of Ocala Growth Management
BLD25-0991
HABITAT FOR HUMANITY NEW SFR
6/9/2025

DRAWING ISSUE: PERMIT 18 MAR 2025
REVISED:

David P King Digitally signed by David P King Date: 2025.03.27 14:47:08 -04'00'

SEAL

STATE OF FLORIDA · DAVID PAUL KING, JR · REGISTERED ARCHITECT · AR0012999

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 400
OCALA, FL 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

3/2 1 CAR LEFTHAND CARPORT HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

HABITAT FOR HUMANITY

HOUSE 237
RD 25569-000-01
MARION COUNTY, FLORIDA

DRAWN BY: DPK/PAZ
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

SHEET TITLE:
ROOF FRAMING PLAN DETAILS

SHEET NUMBER
A4

Checkout Summary

ERMIT	(EDUC25-0130)	730 NW 14TH ST	
		EDUCATION IMPACT FEES	$4,332.00 ✓
ERMIT	(EDUC25-0131)	748 NW 14TH ST	
		EDUCATION IMPACT FEES	$4,332.00 ✓
ERMIT	(FIRE25-0182)	730 NW 14TH ST	
		RESIDENTIAL FIRE IMPACT FEES	$278.00 ✓
ERMIT	(FIRE25-0183)	748 NW 14TH ST	
		RESIDENTIAL FIRE IMPACT FEES	$278.00 ✓
PERMIT	(TRA25-0179)	730 NW 14TH ST	
		SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	$25.00 ✓
		TRANSPORTATION IMPACT RESIDENTIAL	$1,093.00 ✓
PERMIT	(TRA25-0180)	748 NW 14TH ST	
		SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	$25.00 ✓
		TRANSPORTATION IMPACT RESIDENTIAL	$1,093.00 ✓

Total Fees: $11,456.00

Total: $11,456.00

BACK TO SHOPPING CART | PAY NOW

Habitat for Humanity®
Marion County, Florida, Inc.

Post Office Box 5578, Ocala, Florida 34478-5578
Telephone: (352) 351-4663 Fax: (352) 351-3081
Web Page: habitatocala.org

REQUEST FOR PURCHASE

DATE: 7-15-25 (6-9-25)

SUBMITTED BY: Tess

DEPARTMENT: ☐ Family Services ☐ Administration ☐ Finance ☐ Volunteers
☐ Ocala ReStore #27 ☐ Ocala ReStore #200 ☐ Development ☑ Construction

VENDOR: City of Ocala

ITEMS REQUESTED:

Quantity	Description	Cost
	15236 $750.07	~~728.57~~
	15237 750.08	~~728.57~~
	(42.99 service fee added)	
	Visa 0342	

Total: ~~1457.16~~ 1500.15

Department Supervisor Signature: _____

President / CEO Signature: _____

Search Results *Permit #BLD25-0991* 237 PRINT

Attachment Add To Cart

Search Results

Permit Info | Site Info | Contacts (9) | Fees $728.57 | Inspections(0) | Chronology (7) | Reviews(10)

PERMIT #	Description	Amount	Paid Date
BLD25-0991	BUILDING PERMITS	$499.50	$499.50
	ELECTRICAL FEES	$72.35	$72.35
	HARV MECHANICAL FEES	$66.60	$66.60
	PLUMBING FEES	$72.35	$72.35
	2.5 % STATE SURCHARGE FEE	$17.77	$17.77
	BUILDING PERMITS	$100.00	5/5/2025

Charged: $828.57 **Balance Due:** $728.57 Pay All Fees

--

Tri-County Permits 4U
Krystal Cady
352-274-6289

236 5/5
237

File #: 2026-1471 Agenda Item #: 6g.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Request from Habitat for Humanity of Marion County for reimbursement of fees associated with the production of an affordable housing unit in the amount of $6,479

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City established the Affordable Housing Fund to incentivize new construction and the rehabilitation of affordable housing by offering funding to offset development charges and fees, including building permits, plumbing permits, electrical permits, mechanical permits, gas permits, fire review fees, site plan review fees, fees to access city-owned drainage retention areas, water and sewer impact fees, water meter charges, and sidewalks.

FINDINGS AND CONCLUSIONS:
In accordance with Sec. 106-105 Housing Incentive Fund, Habitat for Humanity of Marion County, a not-for-profit developer of affordable housing, has applied for the reimbursement of applicable permit charges and fees associated with the new construction of an affordable housing unit located at 748 NW 14th Street. Staff has reviewed the application and recommends approval.

FISCAL IMPACT:
$6,478.08 will be paid from account 112-016-064-554-55-82010, which has a balance of $200,000.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

748 NW 14th St.

Affordable Housing Incentive Fund Application - 748 NW 14th St.

City of Ocala
Affordable Housing Inscetive Fund Application Information

Overview

The purpose of the Housing Incentive Fund is to encourage the rehabilitation and new construction of affordable housing in the City of Ocala by offering a housing incentive to offset city-imposed development charges and allowing the relaxation of certain development requirements for developers of new, affordable housing units. These benefits are intended to promote the creation of affordable housing while maintaining quality construction and site design.

Definitions:

Affidavit means a written declaration made under oath attesting to the applicant's eligibility as low-income household.

Affordability *Threshold* means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30

percent of the household income of a moderate-income household earning 120 percent of the median household income for the Ocala MSA.

Affordable Housing means quality housing which is financially accessible to an eligible low to moderate income household. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD). Affordable housing units, whether detached or attached single- or multiple-family units, shall meet minimum housing quality standards for Section 8 housing, as established by HUD.
Affordable Housing Internal Review Board means the Community Development Services Director or designee, Growth Management Director or designee, and the Economic Development Director or designee, shall comprise the internal review board.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development confirms to applicable federal and state regulations.

Housing Incentive Fund refers to funds as may be made available for affordable housing purposes as funded through the City's annual budget process, with local, state, or federal funds.

Low-Income Household means a household with a total household income at or below 80% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Moderate-Income Household means a household with a total household income 81% to 120% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Total household income consists of all sources of wage income, such as base pay, overtime, bonuses, and other sources of non-wage income, including disability pensions, public assistance, alimony, and child support payments. Household income includes income from all members of the household over the age of 18.

Process

At a pre-application conference, prior to applying for building permits or a site plan, the developer will inform the City's Growth Management Department of the intent to apply

for payment of fees from the affordable housing incentive fund. The developer must submit a conceptual site plan and data including a layout of the project showing buildings, parking, and internal streets, the frontage of the project along city streets, and information on the units including square footage and number of bedrooms. Housing incentive fund credits will be pro-rated based on the percentage of affordable units. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments. Developers will certify that the proposed affordable housing units will be affordable, as defined in this application, and meet minimum housing standards for participation in this program. A written agreement must be submitted to the Internal Review Board by the developer, or his agent, which states that the set-aside and affordable unit requirements will be met, representing a contract between the City and the applicant.

Application Review. After an application is submitted, the Internal Review Board shall complete their review within fifteen (15) business days of receiving the application. The Internal Review Board will send their decision in writing to the applicant regarding whether the Board will recommend distributing affordable housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the Board to reach an agreement if necessary. The applicant shall submit a statement in writing that they agree or disagree with the Board's recommendation no more than thirty (30) days after the Board issues their recommendation. Otherwise, the application shall be deemed withdrawn. The Board's recommendation, the application, and the applicant's acceptance letter shall be included as an agenda item at the first available City Council meeting.

Eligible Fees

Fees eligible for payment from the housing incentive fund. Permitting fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside for eligible low-income households. Eligible fees include:

a. Building.
b. Plumbing.
c. Electrical.
d. Mechanical.
e. Gas.
f. Fire review.
g. Site plan review.
h. Site permit.
i. Access city-owned drainage retention areas.
j. Water and sewer impact fees.

k. Water meter charges.
l. Sidewalks.
m. Fire impact fee.
n. Education impact fee.
o. Transportation impact fee.

Funding

Housing Incentive Fund Distributions. Housing incentive fund distributions shall not exceed $20,000 per affordable housing unit. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments.

City Commitment of payment. City Council may commit payment from the Housing Incentive Fund after application has been made. City Council may waive eligible fees if there are insufficient housing incentive funds. Once approved by City Council, all properly documented eligible fees will be processed for reimbursement by the City department managing the project (Community Development Services or Growth Management).

Affordability Period

Prior to issuance of a certificate of occupancy for any affordable housing unit within any development under this program, the proposed occupant of the unit must submit documentation and complete and sign a Letter of Certification, as provided by the City, attesting to qualifications as an eligible low-income household. The City will place a lien on the properties at the time of transfer to the homeowner to ensure that the units remain occupied by an eligible low-income household. The terms for the lien are outlined below.

• Housing rehabilitation, new Single family and duplex will be required to remain affordable for a period of ten (10) years. The value of the lien will be reduced by 10% of the total original lien value each year that the unit is occupied by a low-income household until the lien is released at the end of the tenth year.

• New multifamily residential units will be required to remain affordable for a period of 20 years from the issuance of the certificate of occupancy. The value of the lien will be reduced 5 percent each year until the lien is released at the end of the twentieth year.

If the unit is sold, leased, transferred, or rented to an ineligible household during that period, the City may require repayment of the remaining lien amount for all fees paid out of the affordable housing incentive fund or waived by City Council.

City Contacts

For further information contact:

James Haynes, Director, Community Development Services, at jhaynes@ocalafl.gov or 352-629-8312 for single family projects or **Aubrey Hale**, Planning Director at ahale@ocalafl.gov or 352-629-8550 for multi-family projects.

Affordable Housing Incentive Fund Application

Proposal Title *

Habitat for Humanity of Marion Cour

Amount of Funds Requested *

6456.57

Name of Applicant *

Rob

First Name

Peters

Last Name

Mailing Address *

1321 SE 25th Loop

Street Address

Suite 103

Street Address Line 2

Ocala

City

Florida

State / Province

34471

Postal / Zip Code

Phone Number *

(352) 351-4663

Please enter a valid phone number.

Fax Number

(351) 351-3081

Please enter a valid phone number.

Admin Contact

Rob

First Name

Peters

Last Name

Admin Contact Email

rpeters@habitatocala.org

example@example.com

Project Contact *

Bryan

First Name

Gast

Last Name

Project Contact Email *

bgast@habitatocala.org

example@example.com

Financial Contact

Melissa

First Name

Badge

Last Name

Financial Contact Email

mbadge@habitatocala.org

example@example.com

Website

habitatocala.org

Legal Status *

Non-profit

Federal EIN

592992077

DUNS#

791045685

Project Type (check all that apply) *

- [ ] Multifamily
- [x] Single-Family Detached
- [ ] Single-Family Attached
- [ ] Other
- [ ] Homeowner
- [ ] Rental

Income restrictions on project (indicate the approximate number of units meeting each Area Median Income (AMI) category:

0 No. of Units *	Income at or less than 30% AMI
0 No. of Units *	Income between 30% and 50% AMI
1 No. of Units *	Income between 50% and 80% AMI
0 No. of Units *	Income between 80% and 120% AMI
0 No. of Units *	Income between 120% and 140% AMI
0 No. of Units *	Income over 140%
1 No. of Units *	Total Units

Utilities included in rent *

- [ ] Water/Sewer
- [ ] Electric
- [ ] Gas
- [ ] Internet
- [x] Other

Project Parcel ID or Address *

748 NW 14th St, Ocala, FL 34471

Identify the number of accessible units and the specific type of accessibility modifications that will be incorporated:

Project Proposal

All applicants must submit a Project Proposal, providing the following information:

A. **Project Description** – Provide a description of the proposed project to include project type and location, including legal description of the property and the population(s) to be served.

B. **Need** - Explain why this site was chosen and how it helps the City to expand affordable housing opportunities where most needed? Describe the neighborhood and surrounding community. Provide a map indicating project location.

C. **Project Readiness** – Provide evidence of organizational experience and capacity to manage the project, pursue and acquire land, site control, required zoning variance and permitting (if applicable), and financial commitments for the project.

D. **Site** - Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

E. **Prior Activities** - Provide a summary of similar activities completed by the organization and project team.

F. **Project Budget** – Provide a detailed description of the proposed project budget showing sources and amounts of additional funding.

G. **Project Schedule** – Indicate the proposed project schedule, including pre-development, anticipated pursuit and acquisition timeline (if applicable), site control, zoning approval, financing and construction milestones to project completion.

Please upload your Project Proposal to your eTRAKIT permit application under the Affordable Housing section.

Authorization

I, Rob Peters _____ certify that I am authorized to apply for funding
Authorized Representative
from the City of Ocala. I certify that all information contained herein is accurate to the best of my knowledge.

Applicant Name *

Rob

First Name

Peters

Last Name

Date *

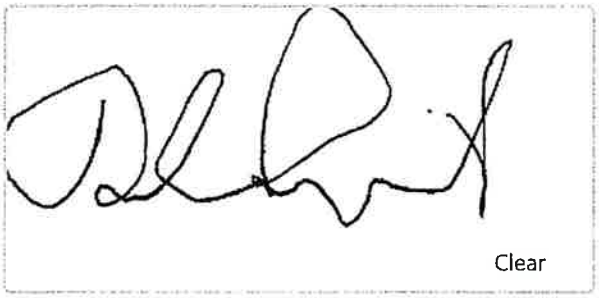
03-16-2026

Date

Title *

President & CEO

Signature



Clear

Google Maps 748 NW 14th St



Imagery ©2026 , Map data ©2026 Google 200 ft



748 NW 14th St

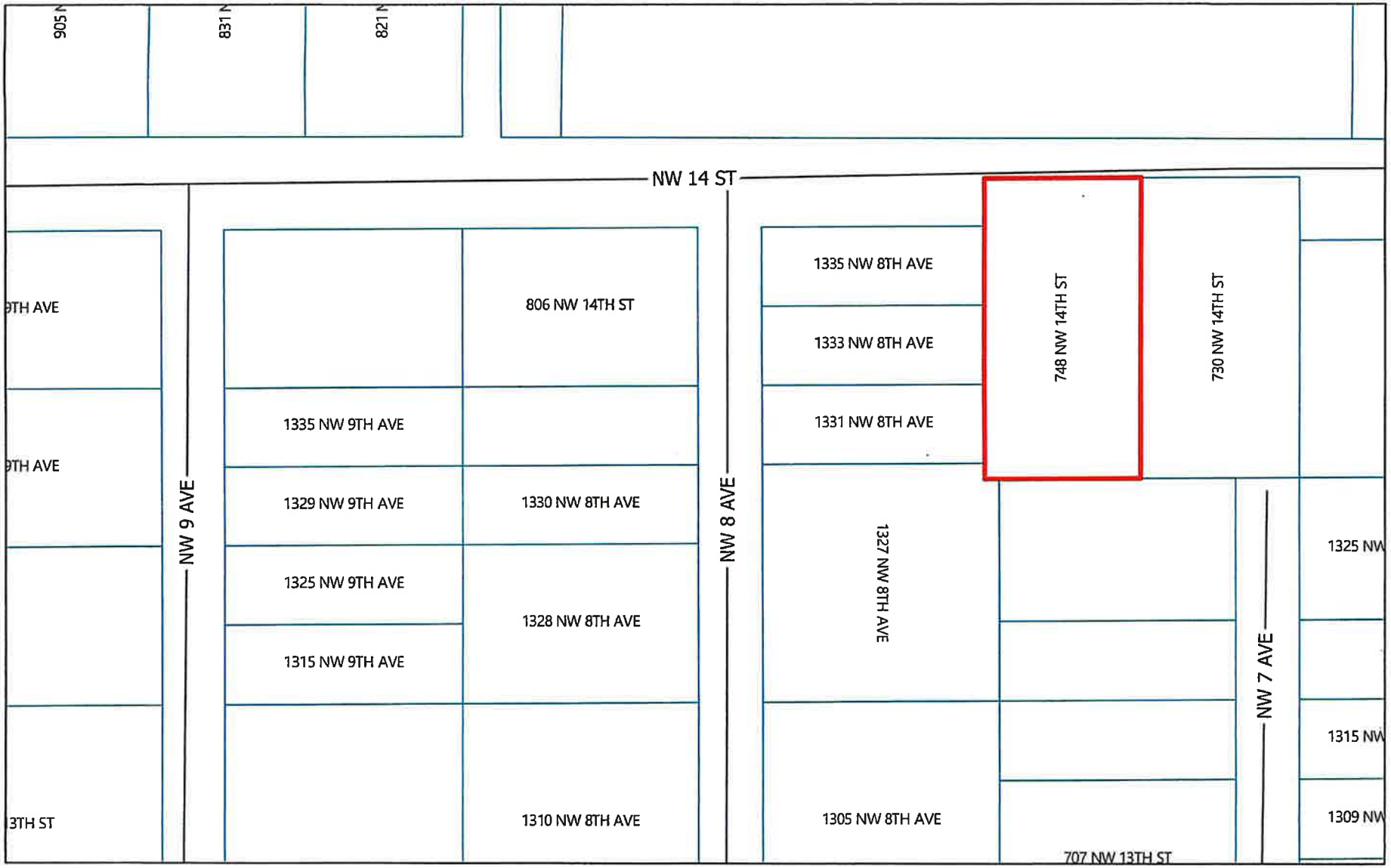
Directions Save Nearby Send to phone Share

748 NW 14th St, Ocala, FL 34475

6V23+5W Ocala, Florida

Photos

Marion County Property Appraiser



3/16/2026, 4:35:31 PM

MCPA Parcel Data

Streets

1:1,201

0 45 90 180 ft

0 12.5 25 50 m

Marion County, Florida - Use at your own risk.

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without notice.

Date	Name	Memo	Debit	Credit	Balance
15237 · 748 NW 14th St - Realtor Build					0.00
					0.00
09/03/2024	D.W. Hirst and Associates, Inc.	Boundary Survey - lot split	975.00		975.00
09/23/2024	City of Ocala Growth Management	#237 Land reconfiguration	51.70		1,026.70
09/24/2024	Lowes	Key Safe portable dial, scotch blue, Black whit	32.82		1,059.52
01/03/2025	Tri-County Permits 4U	Lot Split permitting	75.00		1,134.52
01/06/2025	Bruce Component Systems, Inc.	Roof Trusses	1,741.00		2,875.52
03/28/2025	D.W. Hirst and Associates, Inc.	Site Plan, Grade Staking, Elevation Certificate	487.50		3,363.02
04/23/2025	energycalcs.net	FL Code Compliance form 405-2023	325.00		3,688.02
05/05/2025	City of Ocala - Permit Department	Permitting	102.95		3,790.97
06/05/2025	Tri-County Permits 4U	Building Permit & other duties	1,000.00		4,790.97
06/09/2025	City of Ocala - Permit Department	Permitting	750.08		5,541.05
06/10/2025	CHBM Pro Group	Lot clearning - larger lot labor equipment drop a	7,250.00		12,791.05
07/02/2025	City of Ocala Building Dept	Realtor Build - Permit	5,728.00		18,519.05
07/07/2025	Patriot Waste Containers	Delivery - 20 yd Waste Container and Standard	287.50		18,806.55
07/14/2025	Bruce Component Systems, Inc.	Trusses for House # 236 - 50% Invoice # 26305	0.00		18,806.55
07/17/2025	Greathall LLC	Bruce Components - Trusses for House # 237 -	1,741.00		20,547.55
07/22/2025	Tri-County Permits 4U	Change of Sub Contractor	20.00		20,567.55
08/05/2025	CHBM Pro Group	Concrete Footer & Stem Wall	15,165.37		35,732.92
08/12/2025	CHBM Pro Group	Fill for Interior/Exterior Pad, Compaction & Lif	6,835.00		42,567.92
08/14/2025	Mike Scott Plumbing	First Rough Plumb	3,424.00		45,991.92
08/22/2025	David King, Jr.	House Plans	400.00		46,391.92
08/24/2025	Lowe's Home Centers, LLC	Chalk/Fiberglass	22.77		46,414.69
08/27/2025	CHBM Pro Group	#237 - Pre-test Spray & Slab Pour	11,340.30		57,754.99
08/27/2025	Lowe's Home Centers, LLC	Painting	35.41		57,790.40
09/04/2025	Ro-Mac Lumber & Supply	Faming Fill-in. 2x6 12' pressure treated #2	82.96		57,873.36
09/09/2025	Ro-Mac Lumber & Supply	Roof Supplies	2,114.23		59,987.59
09/10/2025	AAA Construction LLC	Framing Job	5,000.00		64,987.59
09/12/2025	Ro-Mac Lumber & Supply	Roofing Supplies	17.00		65,004.59
09/12/2025	Ro-Mac Lumber & Supply	Roofing Lumber	578.46		65,583.05
09/13/2025	Lowe's Home Centers, LLC	Shims	26.58		65,609.63
09/15/2025	Ro-Mac Lumber & Supply	Roofing Supplies	293.61		65,903.24
09/16/2025	Ro-Mac Lumber & Supply	Roofing Supplies	82.72		65,985.96
09/17/2025	Lowe's Home Centers, LLC	Framing	93.01		66,078.97
09/18/2025	Town & Country Industries	Window Wrap	226.56		66,305.53
09/19/2025	Patriot Waste Containers	R&R 20yd Container	225.00		66,530.53
09/22/2025	Alex Franklin	748 NW 14th St - Realtor Build, Lot mowed for	80.00		66,610.53
09/23/2025	Ro-Mac Lumber & Supply	Exterior Doors	1,874.71		68,485.24
09/24/2025	Town & Country Industries	Exterior Siding	3,580.18		72,065.42
09/26/2025	Michael's Custom Trim, LLC	Exterior Doors	750.00		72,815.42
09/29/2025	Town & Country Industries	10 Wide Flg J-Chan Dover	191.90		73,007.32
10/01/2025	City of Ocala Municipal Services	New Set up for water at #237, 748 NW 14th - R	4,480.00		77,487.32
10/02/2025	Town & Country Industries	VARI 4" OCP WG SPANISH OLIVE 40020	25.18		77,512.50
10/02/2025	Lowe's Home Centers, LLC	Framing	42.27		77,554.77
10/03/2025	Lowe's Home Centers, LLC	Framing	96.31		77,651.08
10/06/2025	Suncoast	Installation	377.55		78,028.63
10/06/2025	Sun Kool Air Conditioning	HVAC Progressive-Rough	3,339.00		81,367.63

10/07/2025	Suncoast	Installation	2.28		81,369.91
10/08/2025	Patriot Waste Containers	Portable Toilet Rental - October	62.50		81,432.41
10/10/2025	S&K Drywall	Drywall Installation	5,200.00		86,632.41
10/13/2025	Lowe's Home Centers, LLC	Cabinets	3,743.11		90,375.52
10/14/2025	Roam Electric	Full Electric Install, Parts & Labor	6,071.00		96,446.52
10/16/2025	Lowe's Home Centers, LLC	Trim Work	7.58		96,454.10
10/20/2025	Brian Gast	Painitng Supplies	64.47		96,518.57
10/21/2025	Tibbetts Lumber Co.	Doors & Door Framing Supplies	1,864.65		98,383.22
10/24/2025	Tibbetts Lumber Co.	Casing	74.04		98,457.26
10/25/2025	Michael's Custom Trim, LLC	Doors	455.00		98,912.26
10/28/2025	Sun Kool Air Conditioning	2 Ton Goodman 14.3 Seer2 HP 3-2 Model	3,339.00		102,251.26
10/30/2025	Michael's Custom Trim, LLC	Cabinet Installation	1,125.00		103,376.26
10/30/2025	Tyton Construction, Inc.	Imported 14 lds of fill. Garde and cut delivery	3,500.00		106,876.26
10/30/2025		GAB Inspection Fee for LOC	150.00		107,026.26
10/31/2025	Waste Pro	Portalet Monthly Fee - Was Patriot, companies i	62.50		107,088.76
11/01/2025	Brian Gast	Paint Supplies	47.50		107,136.26
11/03/2025	Cade Solutions	Manufacturing & Installation of Custom Formic	2,000.00		109,136.26
11/06/2025	Marion Masonry Materials, Inc	Wire Mesh Roll & Chairs	94.96		109,231.22
11/06/2025	JRV Construction	Concrete Driveway Pour	708.00		109,939.22
11/07/2025	Josh James	Wire Mesh Roll & Chairs- Cash for balance due	7.39		109,946.61
11/09/2025	Lowe's Home Centers, LLC	Bathrooms	408.30		110,354.91
11/10/2025	Lowe's Home Centers, LLC	Punch out items	230.34		110,585.25
11/12/2025	Marion Masonry Materials, Inc	Concrete Prep	22.50		110,607.75
11/12/2025	Michael's Custom Trim, LLC	Baseboards and Bifolds	342.00		110,949.75
11/12/2025	City of Ocala Municipal Services	Right of Way Permit - House 236	51.48		111,001.23
11/12/2025	Roam Electric	Complete Trim Out	3,269.00		114,270.23
11/13/2025	Cade Solutions	Install LPV Flooring	1,300.00		115,570.23
11/14/2025	Mike Scott Plumbing	Final Plumbing, Extra Charge for 1" water line ,	4,208.00		119,778.23
11/17/2025	Seltzer Management Group, Inc.	HOP Review for Jones # 237	578.00		120,356.23
11/17/2025	Tibbetts Lumber Co.	Door Bumpers	15.10		120,371.33
11/17/2025	Got Concrete Ocala, LLC	PSI Regular Flyash with Expansion Joints	1,801.25		122,172.58
11/21/2025	Professional Pest Solutions	Termite Perimeter	100.00		122,272.58
11/21/2025		Inspections - Realtor Build & Women Build for	150.00		122,422.58
11/21/2025	Lowe's Home Centers, LLC	Drywall Supplies	29.10		122,451.68
11/25/2025	Suncoast	Fiberglass Install	632.50		123,084.18
12/01/2025	Lowe's Home Centers, LLC	Paint & Paint Supplies - Sale Date 10/16/25	621.80		123,705.98
12/01/2025	Lowe's Home Centers, LLC	Light Bulbs	59.23		123,765.21
12/02/2025	Lowe's Home Centers, LLC	Storm Doors	323.77		124,088.98
12/03/2025	Seminole Feed Stores	Grass Seed	208.98		124,297.96
12/03/2025	Lowe's Home Centers, LLC	Punchout	166.61		124,464.57
12/04/2025	Tibbetts Lumber Co.	18 Spring Hinges	193.14		124,657.71
12/04/2025	Lowe's Home Centers, LLC	Appliances	81.33		124,739.04
12/05/2025	Tibbetts Lumber Co.	3 Louvered Shutters	320.37		125,059.41
12/08/2025	Lowe's Home Centers, LLC	Straw Matts for Landscape		129.12	124,930.29
12/13/2025	Lowe's Home Centers, LLC	Blinds	153.33		125,083.62
12/16/2025	City of Ocala Municipal Services	Utilities- 11/23/25 to 12/11/25	59.51		125,143.13
12/16/2025	Finyl Products	Column Cladding	253.48		125,396.61
12/18/2025	Lowe's Home Centers, LLC	Punchout	57.00		125,453.61

12/23/2025	All Aspects Cleaning Inc.	Final Clean on New Construction	300.00		125,753.61
12/26/2025	D.W. Hirst and Associates, Inc.	Final Elevation Certificate & Final Survey	600.00		126,353.61
12/30/2025	Marion County Building Dept.	Certificate of Occupancy	51.48		126,405.09
12/30/2025	City of Ocala Municipal Services	Electric 12/10/25 to 12/30/25	436.70		126,841.79
01/01/2026	A Good Man Around The House, LLC	Roofing - Dated 10/16/25 - Sent to wrong email	5,956.50		132,798.29
01/01/2026	Tibbetts Lumber Co.	Late Fee	21.49		132,819.78
01/09/2026	City of Ocala Municipal Services	Final Electric Bill 12/11/25 to 1/9/26	354.02		133,173.80
02/01/2026	Waste Pro	20YD Roll Off Haul Fee 10/16/25	225.00		133,398.80
02/01/2026	Waste Pro	20YD Roll Off Haul Fee 11/21/25	450.00		133,848.80
02/11/2026	My AMC, LLC	Jones CIP# 15237 Appraisal	620.00		134,468.80
			134,597.92	129.12	134,468.80
			134,597.92	129.12	134,468.80
			134,597.92	**129.12**	**134,468.80**

NEW SINGLE FAMILY RESIDENCE FOR:

HABITAT FOR HUMANITY

PID 25569-000-00
HOUSE 236
MARION COUNTY, FLORIDA

BUILDING CODES

FACILITY DESCRIPTION

TYPE OF ROOF – SLOPED
ROOF MATERIAL – FIBERGLASS SHINGLES

BUILDING AND SITE INFORMATION

ZONING – R1
LAND USE – SINGLE FAMILY RESIDENTIAL

BUILDING HEIGHT

ACTUAL HEIGHT – 12'-6" (1 STORY)

BUILDING AREA TABULATION

TOTAL BUILDING AREA – 1,486 SQ.FT.

SOIL BEARING CAPACITY

MINIMUM CODE REQUIREMENTS = 2000 LB PSF.
MINIMUM COMPACTION – MOD. MOD. DRY DENSITY

TYPE OF CONSTRUCTION

TYPE V-B UNSPRINKLERED

OCCUPANCY CLASSIFICATION & LOAD

CLASSIFICATION – RESIDENTIAL

IMPORTANCE FACTOR – (1)

DESIGN CRITERIA	
DESIGN WIND SPEED	129 MPH
RISK CATEGORY	II
EXPOSURE CATEGORY	B
INTERNAL WIND COEFFICIENT	+0.18 & -0.18
ALL COMPONENTS INCLUDING DOORS AND WINDOWS SHALL BE DESIGNED TO THE FOLLOWING PRESSURES:	
EFFECTIVE AREA	PRESSURE (PSF)
SQ. FT.	OUT / IN
10	31.3 / -38.5
20	30.2 / -28.4
30	29.9 / -33.9
100	28.0 / -32.0

ATTIC VENTILATION REQUIREMENTS

REQ'D: 1,486 SF / 300 = 4.95 SF
EAVE: 4.95/2 = 2.48 SF
RIDGE/HIP: 4.88/2 = 2.48 SF
PROVIDED:
EAVE: 148 LF X 8/144/LF = 8.33 SF
RIDGE/HIP: 32 LF X .167" = 5.33 SF

NOTE: RIDGE VENTING IS TO BE PROVIDED IN ADDITION TO SOFFIT VENTILATION

STRUCTURAL LOADS

ROOF LIVE LOADS = 20 P.S.F. REDUCIBLE
COLLATERAL LOAD = 2 P.S.F.
FLOOR LIVE LOADS = 40 P.S.F.
ULTIMATE WIND SPEED = 139 M.P.H.
NOMINAL WIND SPEED = 107 M.P.H.
BASIC VELOCITY P.S.F. = 39.0 P.S.F. @ 33'-0" MEAN ROOF HT.

FIRE RESISTANCE OF COMPONENTS

INTERIOR BEARING WALLS = N/A
EXTERIOR BEARING WALLS = N/A
COLUMNS AND BEAMS = N/A
ROOF/CEILING ASSEMBLY = N/A

PLUMBING REQUIREMENTS

RESIDENTIAL – N/A

	REQUIRED	PROVIDED
TOILET –	1	1
WASHER CONNECTION –	1	1
LAVATORY –	1	1
TUB –	1	1

EGRESS REQUIREMENTS

	REQUIRED	PROVIDED
MINIMUM NUMBER OF EXITS –	1	1
WIDTH OF EGRESS DOOR–	36" MINIMUM ENTRANCE DOOR	
FIRST FLOOR SLEEPING AREAS –	5 SQ.FT. OF GLASS IN DOORS W/O DOORS TO THE EXTERIOR	

EXTERIOR DOOR MANUFACTURER

SEE ATTACHED DATA

WINDOW MANUFACTURER

SEE ATTACHED DATA

ROOF SHINGLE MANUFACTURER

SEE ATTACHED DATA

DESIGN CODE REFERENCE

BUILDING CODE – FLORIDA RESIDENTIAL BUILDING CODE – 8th EDITION (2023)
ELECTRICAL CODE – NATIONAL ELECTRIC CODE – 2020 EDITION
PLUMBING CODE – FLORIDA PLUMBING CODE – 8th EDITION (2023)
MECHANICAL CODE – FLORIDA MECHANICAL CODE – 8th EDITION (2023)
FIRE CODE – FLORIDA FIRE PREVENTION CODE – 8th EDITION (2023)
GAS CODE – FLORIDA FUEL GAS CODE – 8th EDITION (2023)
NFPA 58 – LIQUEFIED PETROLEUM GAS – (2020)
NFPA 72 – NATIONAL FIRE ALARM CODE (2019)
NFPA 72E – AUTOMATIC DETECTION DEVICES (LATEST EDITION)
NFPA 101 – LIFE SAFETY CODE (2021)
NFPA 80 – FIRE DOORS AND WINDOWS (2019)
OSHA
ACI-318 – BUILDING REQUIREMENTS FOR REINFORCED CONCRETE (2019)
AISC CODE OF STANDARD PRACTICE (MANUAL OF STEEL CONSTRUCTION, 8th EDITION)
S-310 SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STEEL

CONSTRUCTION NOTES

GENERAL

G01 – THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR START OF CONSTRUCTION.
G02 – THE GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, ALL WORKMEN AND ALL OTHER PEOPLE PRESENT DURING CONSTRUCTION. HE SHALL SUPERVISE AND DIRECT THE WORK AND BE RESPONSIBLE FOR ALL CONSTRUCTION.
G03 – THE GENERAL CONTRACTOR SHALL COORDINATE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ANCHORS, EMBEDS, SUPPORTS, OR ANY OTHER ITEMS WHICH MAY EFFECT STRUCTURAL DRAWINGS.

FOUNDATION

F01 – ALL ORGANIC MATERIALS, REFUSE MATERIALS AND SOFT AREAS IN SOIL SHALL BE REMOVED AND THE SOIL PREPARED FOR AN ALLOWABLE BEARING PRESSURE OF 2000psf.
F02 – SHOULD THE CONTRACTOR DISCOVER ANY CONDITION WHICH COULD PREVENT THE ATTAINMENT OF THE STATED DESIGN PRESSURE, HE SHALL NOTIFY THE ARCHITECT OR ENGINEER IMMEDIATELY.

SLAB ON GRADE

F03 – COMPACT INTERIOR FILL TO 95% MINIMUM MAX DRY DENSITY (MODIFIED PROCTOR, ASTM D1557-58T OPTIMUM MOISTURE CONTENT). SOIL COMPACTION SHALL BE FIELD CONTROLLED BY A REPRESENTATIVE FROM A QUALIFIED LABORATORY APPROVED BY THE ENGINEER. EACH LAYER OF FILL SHALL NOT EXCEED 10" AND SHALL BE COMPACTED PRIOR TO THE PLACEMENT OF THE NEXT FILL LAYER.
F03 – ALL FLOOR SLABS SHALL BE PLACED UPON A 4" THICK SAND LAYER FOR FINE GRADING.

CONCRETE AND REINFORCING

C01 – CONCRETE WORK SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-19).
C02 – CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH AS FOLLOWS:
FOUNDATIONS, FILLED CELLS AND CONCRETE BEAMS – 3000psi
SLABS ON GRADE– 3000psi
C03 – ALL REBAR SHALL CONFORM TO ASTM-615, GRADE 40, AND SHALL LAP A MINIMUM OF 25" AT ALL JOINTS. SLABS WITH FIBER MESH OR WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185-02.
C04 – COVER FOR ALL REINFORCING STEEL SHALL BE AS FOLLOWS (UNLESS NOTED):
ALL FOOTINGS – 3"
SLABS ON GRADE – 1-1/2" FROM TOP OF CONCRETE
ALL BEAMS – 1-1/2" ON STIRRUPS
C05 – VERTICAL REBAR WALL REINFORCING SHALL BE A STANDARD HOOK WITH A 25" PROJECTION ABOVE SLAB AND HAVE A MINIMUM 7" EMBEDMENT.

MASONRY

M01 – ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530-14).
M02 – ALL CONCRETE BLOCKS SHALL CONFORM TO ASTM C 90. 128 DAY STRENGTH MUST EQUAL 2000psi, FM SHALL EQUAL 1500psi LIKE OR A RUNNING BOND.
M03 – ALL MORTAR SHALL BE TYPE S OR M.
M04 – REINFORCE ALL CMU WALLS WITH A CONTINUOUS HORIZONTAL BOND BEAM GROUTED SOLID AND REINFORCE WITH A MINIMUM OF (1) #3 REBAR WITH A 25" OVERLAP AT EACH JOINT.
M05 – WHERE SHOWN, ALL VERTICAL CELLS OF BLOCK MASONRY SHALL BE FILLED WITH 3000psi GROUT HAVING A 28 DAY STRENGTH OF 3000psi AND A SLUMP NOT LESS THAN 8", REINFORCE WITH A MINIMUM OF (1) #3 VERTICAL REBAR WITH A MINIMUM 25" OVERLAP AT EACH JOINT.
M06 – GROUT FOR FILLED CELLS SHALL BE POURED OR PUMPED IN LIFTS NOT TO EXCEED 10'-0" IN HEIGHT AND SHALL BE CONSOLIDATED AT THE TIME OF POURING BY ROCKING OR VIBRATING.
M07 – PROVIDE KNOCKOUTS IN CMU AT TH BASE OF EACH FILLED CELL TO ALLOW VISUAL VERIFICATION OF COMPLETE GROUT PENETRATION.

STRUCTURAL LUMBER

L01 – ALL STRUCTURAL AND LOAD BEARING WALLS SHALL HAVE A MINIMUM FB OF 1200psi.
L02 – WALLS HIGHER THAN 9'-0" SHALL HAVE INTERMEDIATE BRIDGING SPACED NOT GREATER THAN 72" APART.
L03 – ALL LOAD BEARING WALLS SHALL HAVE A DOUBLE 2HP No.2 TOP PLATE.
L04 – ALL WOOD IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED

STRUCTURAL STEEL

S01 – STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (USE THE LATEST EDITION).

DRAWING INDEX

ARCHITECTURAL

COVER – BUILDING CODE DATA
A1 – EXTERIOR ELEVATIONS
A2 – FLOOR PLAN
DOOR AND WINDOW SCHEDULES
A3 – FOUNDATION PLAN AND DETAILS
A4 – ROOF FRAMING PLAN AND DETAILS

DRAWING ISSUED/ PERMIT 14 MAR 2025

REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7900 SW 61ST AVE
SUITE 400
OCALA, FL. 34476
352.873.3737 (PH)
352.873.9737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12.999
STATE OF GEORGIA 3044

PROJECT

3/2.1 CARRIGHTHAND CARPORT HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

HABITAT FOR HUMANITY

HOUSE 236
PID 25569-000-00
MARION COUNTY, FLORIDA

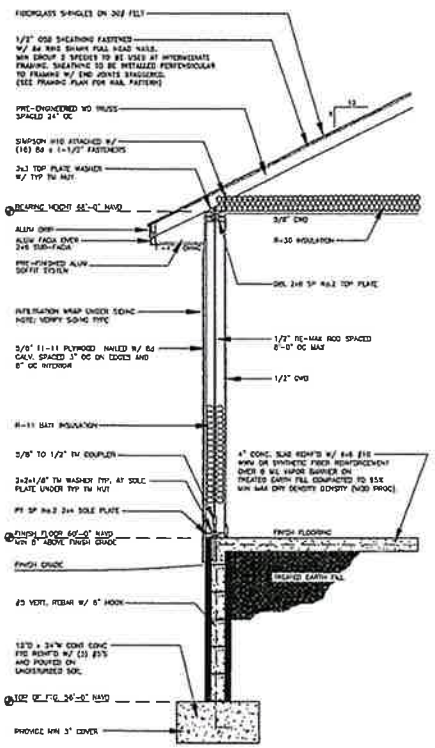
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ARCHITECT'S PROJECT No.:

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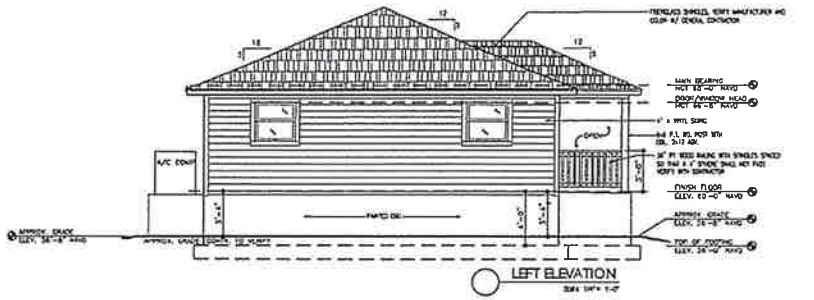
COVER
BUILDING CODE DATA

SHEET NUMBER

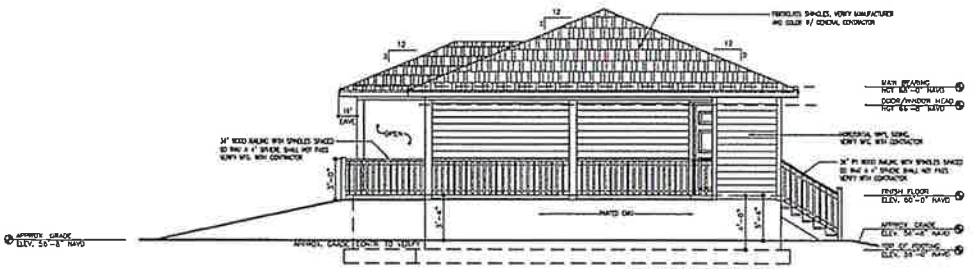
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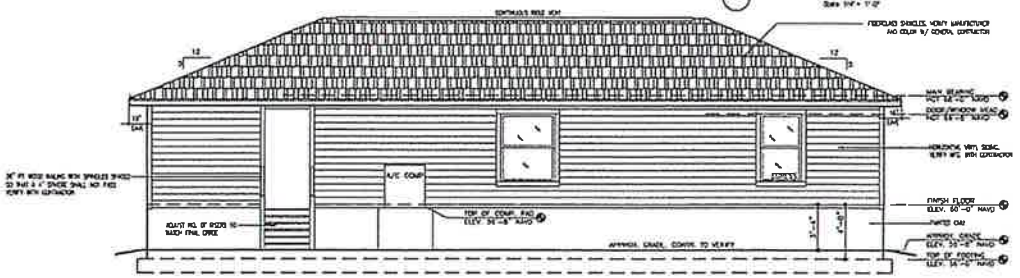
TYPICAL 2x6 WALL SECTION WITH STEMWALL FOOTING



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



FRONT ELEVATION

DRAWING STATUS/ PERMIT 14 MAR 2013

REVISED:

MARK

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OCALA, FL 34478
352.873.3737 (PH)
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REGISTRATIONS:
STATE OF FLORIDA AR 12899
STATE OF GEORGIA 3044

PROJECT

3/2 1 CAR RIGHTHAND CARPORT
HIP PORCH STEM WALL

SINGLE FAMILY
RESIDENCE

FOR

HABITAT FOR
HUMANITY

HOUSE 236
PID 25569-000-00
MARION COUNTY, FLORIDA

DRAWN BY: DPK/TAZ

CHECKED BY:

APPROVED BY: DPK

ARCHITECT'S PROJECT No.:

SHEET TITLE

EXTERIOR ELEVATIONS
TYPICAL WALL SECTION

SHEET NUMBER

A1

ELECTRICAL SYMBOL KEY

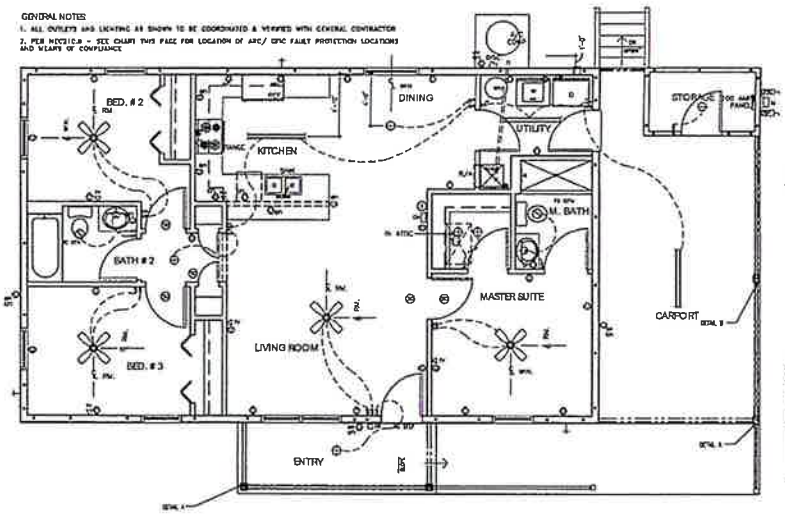
	SURFACE MOUNTED LIGHT	S	SINGLE SWITCH
	WALL MOUNTED LIGHT	S3	3-WAY SWITCH
	WALL MOUNTED SCONCE LIGHT	S4	4-WAY SWITCH
RC	RECESSED CAN LIGHT	SRC	REMOTE CONTROL SWITCH
RC VP	VAPOR-PROOF RECESSED	SD	DIMMER SWITCH
PL	PENDANT LIGHT	DB	DOOR BELL CONNECTION
RC EB	RECESSED EYEBALL CAN LIGHT	DC	DOOR CHIME
EF	EXHAUST FAN W/ LIGHT	TV	TV OUTLET
EF	EXHAUST FAN	ENG	ENGINE OUTLET
	UNDER CABINET	DATA	DATA OUTLET
	RECESSED FLOURESCENT LIGHT	J	JUNCTION BOX (FUTURE FIXTURE)
	DOUBLE BULB FLUORESCENT LIGHT	T	THERMOSTAT
	TRACK LIGHTING	DISC	DISCONNECT SWITCH
	EXTERIOR FLOODLIGHT	SS	SURROUND SOUND BASE
PL	EXTERIOR PATH LIGHT	SS	SURROUND SOUND SPEAKER
	230 OUTLET		200 AMP ELEC. PANEL
	110 OUTLET		METER
	110V RECEPTACLE (SWITCHED)	VAC	CENTRAL VAC STATION
	QUAD RECEPTACLE		INTERCOM STATION
	UNDER COUNTER 110 OUTLET	SD	SMOKE DETECTOR
WP	WATER-PROOF OUTLET		GARBAGE DISPOSAL
GFI	GROUND FAULT OUTLET		CEILING FAN W/ FULL CIRCUIT FOR LIGHT
WP GFI	WP GFI SOFFIT OUTLET		
GFI	GFI FLOOR OUTLET		CEILING FAN W/ LIGHT
SPD	SURGE PROTECTION DEVICE		

DOOR AND WINDOW SCHEDULE

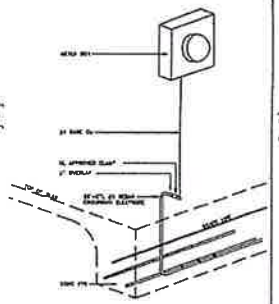
MARK	DESCRIPTION	ROUGH OPENING BLOCK	HEADER	SD. FTG	REMARKS	WIND DESIGN PRESSURES
A	(2) 3050 SH	72" x 80"	DBL. 2x10	30.000		
B	3050 SH	36" x 80"	DBL. 2x8	13.000	ZONE5	30.3 / -33.4
C	3030 SH	36" x 36"	DBL. 2x8	9.000		31.3 / -28.3
D	4050 SH	48" x 80"	DBL. 2x8	20.000		
E	3068 ENTRY	40" x 82"	DBL. 2x8	28.611	EXTERIOR	18.9 / -23.8

VERIFY ALL WINDOW AND DOOR SIZES, TYPES, MANUFACTURER AND LOCATION W/ OWNER PRIOR TO CONSTRUCTION.
VERIFY ALL ROUGH OPENING DIMENSIONS WITH WINDOW AND DOOR MANUFACTURER.
PROVIDE CONTINUOUS WEATHER STRIPPING AND EXTRUDED THRESHOLD AT EXTERIOR DOOR LOCATIONS.

GENERAL NOTES
1. ALL OUTLETS AND LIGHTING AS SHOWN TO BE COORDINATED & VERIFIED WITH GENERAL CONTRACTOR
2. PER NEC210.8 - SEE CHART THIS PAGE FOR LOCATION OF AFC/ GFIC FAULT PROTECTION LOCATIONS AND WEARS OF COMPLIANCE



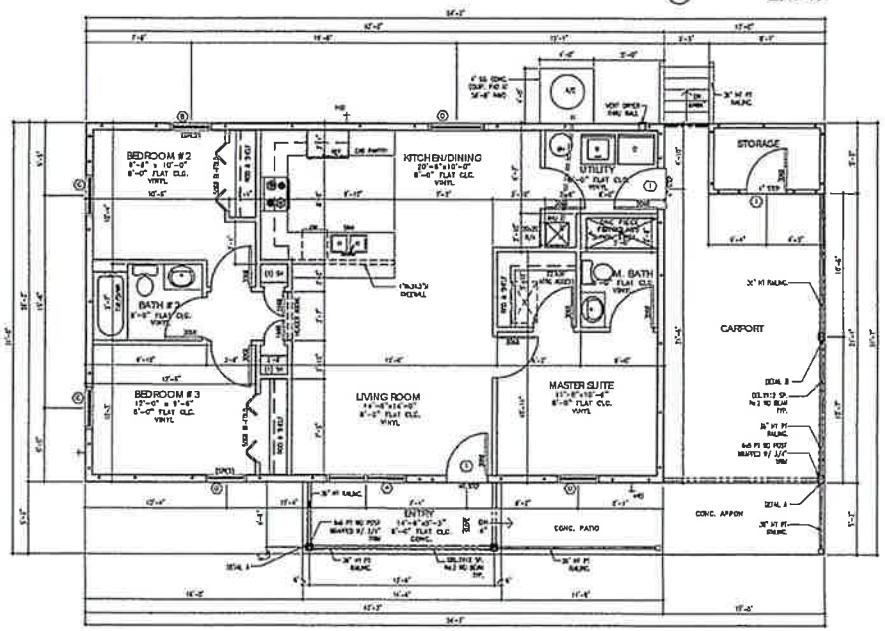
ELECTRICAL PLAN
Scale: 1/4" = 1'-0"



GROUNDING ELECTRODE SYSTEM DETAIL

FAULT CURRENT NOTES

TYPE OF PROTECTION	PROTECTED DEVICE OR AREA
AFCI	FAMILY RM., LIVING RM., DINING RM., BEDROOMS, FAMILIES, LIBRARY, DEN, RECREATION RM., CLOSET,
AFCI/ GFCI	KITCHENS AND LAUNDRY RM (1ST#) DEVICES, IN BEDROOM AND HALLWAYS MUST BE RECEPTACLE IF WITHIN 6' OF A SINK, BASEMENT
GFCI	KITCHENS (220V) DEVICES, WHERE RECEPTACLE IS WITHIN 6' OF A SINK, LAUNDRY (220V) DEVICES GARAGE (110 AND 220V) DEVICES, OUTDOOR RECEPTACLES (125 AND 220V) DEVICES, OUTDOOR OUTLETS 2A/C AND SIMILAR, SUMP PUMPS AND BATHROOMS



FLOOR PLAN
Scale: 1/4" = 1'-0"

GENERAL NOTES
SCALE: 1/4" = 1'-0"

NOTE: ALL FRAME WALL SEGMENTS LONGER THAN 2'-4" AND WITH OPENINGS LESS THAN 10' SQUARE ARE TO BE CONSIDERED SHEARWALL SEGMENTS.

NOTE: ALL CLOSETS TO BE 6'-6" FLAT, UNLESS OTHERWISE SPECIFIED

NOTE: VERIFY ALL FLOORING W/ OWNER PRIOR TO CONSTRUCTION

AREA CALCULATIONS

A/C LIVING:	1,107 S.F.
CARPORT:	271 S.F.
STORAGE	42 S.F.
ENTRY.	70 S.F.
TOTAL	1,490 S.F.

DRAWING ISSUE/ PUBLIC: 14 MAR 2013
REVISED:

SEAL
STATE OF FLORIDA
AR0012999
REGISTERED ARCHITECT
GENERAL CONTRACTOR

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352.873.3737 (FAX)

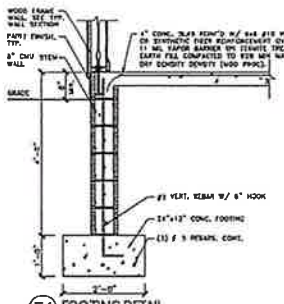
REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5014

PROJECT
3/2 1 CAR RIGHTHAND CARPORT
HIP PORCH STEM WALL
SINGLE FAMILY RESIDENCE
FOR
HABITAT FOR HUMANITY
HOUSE 236
RD 25569-000-00
MARION COUNTY, FLORIDA

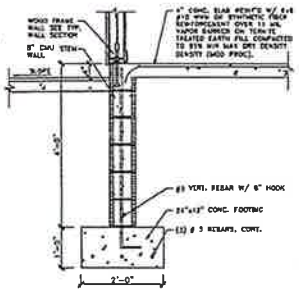
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APPROVED BY: DPK
ARCHITECT'S PROJECT No.:

SHEET TITLE:
FLOOR PLAN
ELECTRICAL PLAN
SCHEDULES

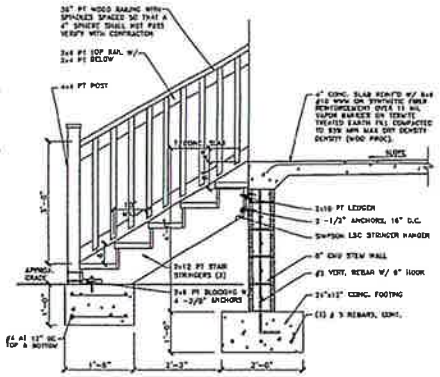
SHEET NUMBER
A2



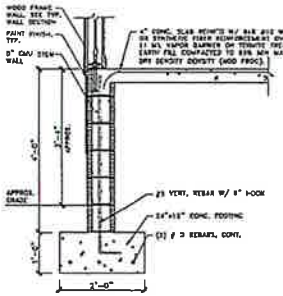
F1 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



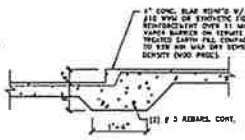
F2 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



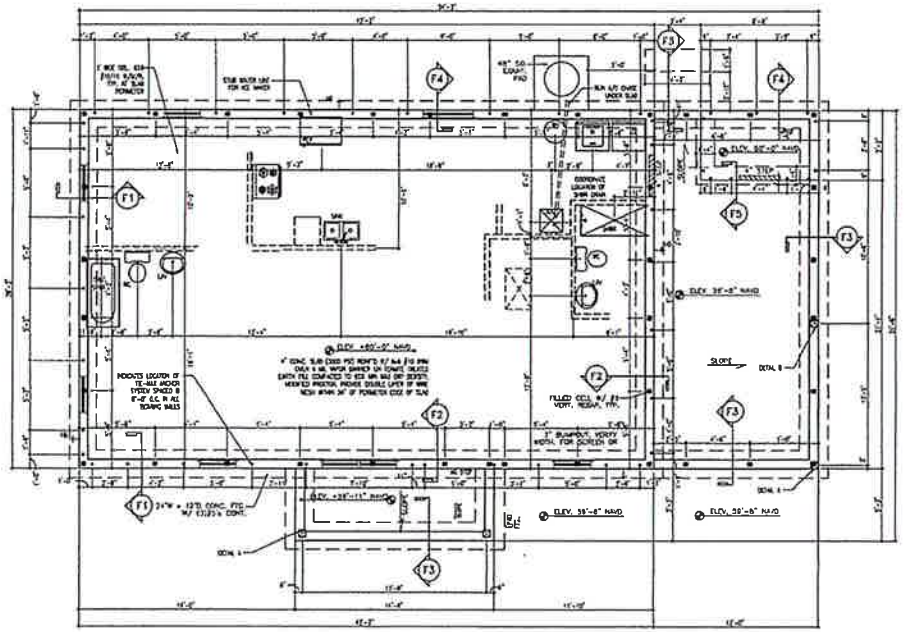
F3 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



F4 FOOTING DETAIL
SCALE: 3/4" = 1'-0"



F5 THICKENED SLAB DETAIL
SCALE: 3/4" = 1'-0"



FOUNDATION PLAN
Scale: 1/4" = 1'-0"

DRAWING ISSUED: PERMIT 14 MAR 2025

REVISIONS:

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012099
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7800 SW 81ST AVE
SUITE 400
OCALA, FL 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12099
STATE OF GEORGIA 3044

PROJECT

3/2 1 CAR RIGHTHAND CARPORT
HIP PORCH STEM WALL

SINGLE FAMILY
RESIDENCE

FOR

HABITAT FOR
HUMANITY

HOUSE 236
RD 26569-000-00
MARION COUNTY, FLORIDA

DRAWN BY: DPK/PAS

CHECKED BY:

APPROVED BY: DPK

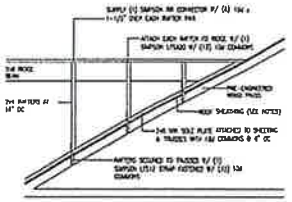
ARCHITECT'S PROJECT No.:

SHEET TITLE:

FOUNDATION PLAN
DETAILS

SHEET NUMBER

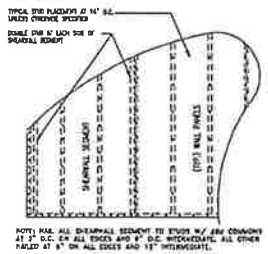
A3



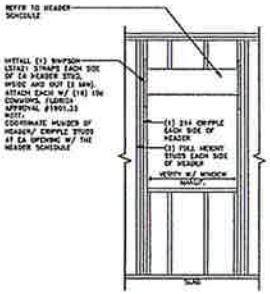
CONVENTIONAL VALLEY FRAMING DETAIL
NOT TO SCALE



VALLEY FLASHING
SCALE: N.T.S.



SHEAR WALL DETAIL
SCALE: N.T.S.



HEADER TO WALL DETAIL
SCALE: N.T.S.

HEADER SCHEDULE					
MARK	SPAN	BEAM DESCRIPTION	NUMBER OF STUDS REQ'D EACH END	NUMBER OF FULL HGT STUDS REQ'D EACH END	
(1) TYPICAL	UP TO 3'-0"	(2) 2x8 SP #2 W/ (1) 1/2" OSB SPACERS	1	1	
(2)	3'-0" TO 6'-0"	(3) 2x8 SP #2 W/ (1) 1/2" OSB SPACERS	2	1	
(3)	6'-0" TO 9'-0"	(3) 2x10 SP #2 W/ (1) 1/2" OSB SPACERS	2	2	
(4)	9'-0" TO 12'-0"	(3) 2x12 SP #2 W/ (1) 1/2" OSB SPACERS	2	2	
NOTE: ALL BMS TO HAVE MIN OF (1) 2x4 SO #2 CRIPPLE STUDS AND (1) FULL HGT SP #2 2x4 ON EA SIDE OF OPNG, UNLESS OTHERWISE SPECIFIED					

ROOF ANCHOR SCHEDULE			
MARK	UPLIFT	ANCHOR	FLORIDA APPROVAL #
TYP. WD	1140	(1) SIMPSON H10A FASTENED W/ (10) 10d x 1-1/2" COMMONS	10458.2
TRUSS TO BEAM, TYP.	1140	(1) SIMPSON H10A FASTENED W/ (10) 10d x 1-1/2" COMMONS	10458.2
H/P CORNER TRUSS	845	(1) SIMPSON HCP2 FASTENED W/ (13) 10d x 1-1/2" NAILS	10447.4
Ⓐ - HD COLUMN TO SLAB	2300	(1) SIMPSON ABU44Z W/ (12) 16d COMMONS OR (2) 1/2"DIA MACHINE BOLTS AND (1) 3/8"DIA x 6" L ANCHOR BOLT	10060.3
Ⓓ - BEAM TO HD COLUMN	700	(4) SIMPSON MUS10-2TF FASTENED AS PER MANUFACTURER'S SPECIFICATIONS	10501.16

TRUSS ENGINEERING NOTES

TRUSS LAYOUT SHOWN FOR GRAPHICAL PURPOSES ONLY. TRUSS MFR SHALL SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER. UPLIFT ANCHORAGE AND LOADS MUST BE PROVIDED W/TRUSS PROFILES.

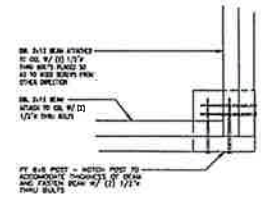
PROVIDE A CONTINUOUS LOAD PATH BETWEEN FOUNDATION AND ROOF SYSTEM. ALL CONNECTORS SHALL BE INSTALLED PER MFR'S RECOMMENDATIONS.

ROOF SHEATHING NOTES

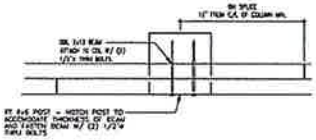
ALL SHEATHING SHALL BE ATTACHED TO ROOF FRAMING W/ 8d RING SHANK FULL HEAD NAILS

WITHIN 48" OF EAVE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 48" OF RIDGE	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING
WITHIN 80" OF RAKE EAVE	4" OC EDGES AND 4" AT INTERMEDIATE FRAMING
ALL OTHER AREAS	6" OC EDGES AND 6" AT INTERMEDIATE FRAMING

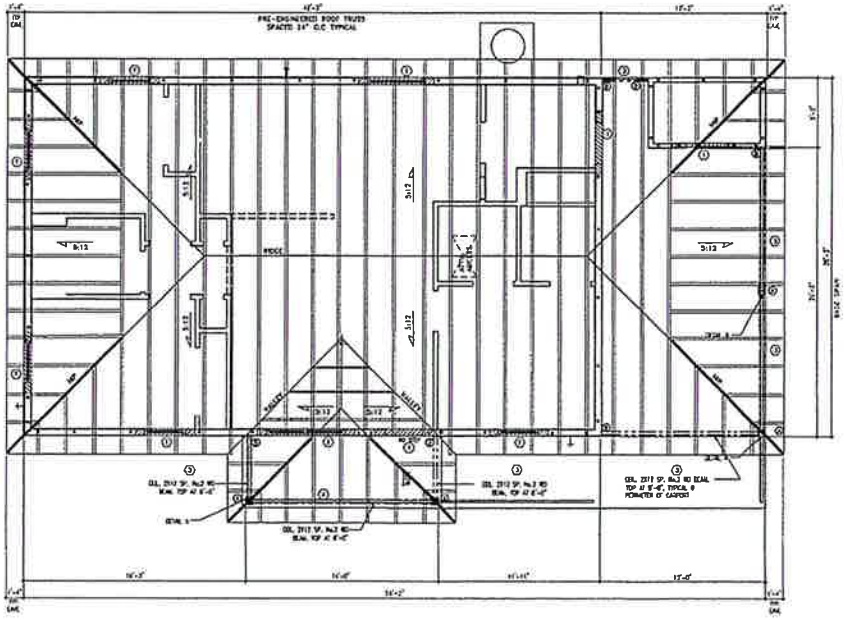
ALL ROOF SHEATHING SHALL BE 1/2" NOMINAL STRUCTURAL SHEATHING APA RATED FOR 24" ROOF SPAN



DETAIL A- BEAM TO COLUMN CONNECTION
SCALE: N.T.S.



DETAIL B - BEAM TO COLUMN CONNECTION
SCALE: N.T.S.



ROOF FRAMING PLAN

David P. King, Jr
ARCHITECT
7500 SW 81ST AVE
SUITE 400
OCALA, FL 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12.999
STATE OF GEORGIA 5044

PROJECT

3/2.1 CAR RIGHTHAND CARPORT HIP PORCH STEM WALL

SINGLE FAMILY RESIDENCE

FOR

HABITAT FOR HUMANITY

HOUSE 238
RID 23669-000-00
MARION COUNTY, FLORIDA

DRAWN BY: SPK/PKS
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT NO.

SHEET TITLE:

ROOF FRAMING PLAN DETAILS

SHEET NUMBER

A4

Checkout Summary

PERMIT	(EDUC25-0130)	730 NW 14TH ST	
		EDUCATION IMPACT FEES	$4,332.00
PERMIT	(EDUC25-0131)	748 NW 14TH ST	
		EDUCATION IMPACT FEES	$4,332.00
PERMIT	(FIRE25-0182)	730 NW 14TH ST	
		RESIDENTIAL FIRE IMPACT FEES	$278.00
PERMIT	(FIRE25-0183)	748 NW 14TH ST	
		RESIDENTIAL FIRE IMPACT FEES	$278.00
PERMIT	(TRA25-0179)	730 NW 14TH ST	
		SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	$25.00
		TRANSPORTATION IMPACT RESIDENTIAL	$1,093.00
PERMIT	(TRA25-0180)	748 NW 14TH ST	
		SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	$25.00
		TRANSPORTATION IMPACT RESIDENTIAL	$1,093.00

Total Fees: $11,456.00

Total: $11,456.00

BACK TO SHOPPING CART | PAY NOW

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT3992

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			**$4,332.00**
EDUC25-0131 Address: 748 NW 14TH ST	**APN: 25569-000-01**		**$4,332.00**
EDUCATION IMPACT FEES			$4,332.00
EDUCATION IMPACT PROCESSING FEE	115-341-000-000-02-34199	0	$25.00
SINGLE FAMILY DETACHED OR MOBILE HOME ON A LOT	001-220-000-000-20-22077	0	$4,307.00
TOTAL FEES PAID BY RECEIPT: PMT3992			**$4,332.00**

Date Paid: Wednesday, July 16, 2025

Paid By: HABITAT FOR HUMANITY

Cashier: ADL

Pay Method: CHECK 10568

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT3991

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			**$278.00**
FIRE25-0183 Address: 748 NW 14TH ST	**APN: 25569-000-01**		**$278.00**
RESIDENTIAL FIRE IMPACT FEES			$278.00
SINGLE FAMILY (DETACHED) LESS THAN 1,500 SF FIRE IMPACT	097-324-000-000-26-32411	0	$278.00
TOTAL FEES PAID BY RECEIPT: PMT3991			**$278.00**

Date Paid: Wednesday, July 16, 2025

Paid By: HABITAT FOR HUMANITY

Cashier: ADL

Pay Method: CHECK 10568

OCALA

Cash Register Receipt

City of Ocala

Receipt Number
PMT3990

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			**$1,118.00**
TRA25-0180 Address: 748 NW 14TH ST	**APN: 25569-000-01**		**$1,118.00**
SINGLE FAMILY RES TRANSPORTATION IMPACT PROCESSING FEE	115-341-000-000-02-34199	0	$25.00
TRANSPORTATION IMPACT RESIDENTIAL			$1,093.00
SINGLE FAMILY DETACHED - 1,500 SF OR LESS	001-220-000-000-20-22017	0	$1,093.00
TOTAL FEES PAID BY RECEIPT: PMT3990			**$1,118.00**

Date Paid: Wednesday, July 16, 2025

Paid By: HABITAT FOR HUMANITY

Cashier: ADL

Pay Method: CHECK 10568

Habitat for Humanity®
Marion County, Florida, Inc.

Post Office Box 5578, Ocala, Florida 34478-5578
Telephone: (352) 351-4663 Fax: (352) 351-3081
Web Page: habitatocala.org

REQUEST FOR PURCHASE

DATE: 7-15-25 (6-9-25)

SUBMITTED BY: Tess

DEPARTMENT: ☐ Family Services ☐ Administration ☐ Finance ☐ Volunteers
☐ Ocala ReStore #27 ☐ Ocala ReStore #200 ☐ Development ☑ Construction

VENDOR: City of Ocala

ITEMS REQUESTED:

Quantity	Description	Cost
	15236 $750.07	~~728.57~~
	15237 750.08	~~728.57~~
	(42.99 added service fee)	
	Visa 0342	

Total: ~~1457.16~~ 1500.15

Department Supervisor Signature: _____

President / CEO Signature: _____

Tess Pokorny

From: Josh James
Sent: Tuesday, July 15, 2025 3:03 PM
To: Tess Pokorny
Subject: Fw: Pay Fees Assignment for BLD25-0990

House 236

Sent from my phone.

Josh James
Construction Director
Habitat for Humanity of Marion County

Admin Office: *1321 SE 25th Loop Suite 103 Ocala, FL 34471*
Phone: C: 352-501-8467 **Website:** www.habitatocala.org

Habitat for Humanity Marion County, Inc.

HOMEOWNERSHIP VOLUNTEER DONATE

From: Krystal Cady <tricountypermits4u@gmail.com>
Sent: Thursday, June 5, 2025 4:23:45 PM
To: Josh James <jjames@habitatocala.org>
Subject: Pay Fees Assignment for BLD25-0990

Josh, this permit is ready to be issued. Fees are $728.57

Search Results *Permit #BLD25-0990* = 236 PRINT

Attachment Add To Cart

Search Results | Permit Info | Site Info | Contacts (9) | Fees $728.57 | Inspections(0) | Chronology (7) | Reviews(10)

PERMIT #	Description	Amount	Paid Date
BLD25-0990	BUILDING PERMITS	$499.50	$499.50
	ELECTRICAL FEES	$72.35	$72.35
	HARV MECHANICAL FEES	$66.60	$66.60
	PLUMBING FEES	$72.35	$72.35
	2.5 % STATE SURCHARGE FEE	$17.77	$17.77
	BUILDING PERMITS	$100.00	5/5/2025

Charged: $828.57 **Balance Due:** $728.57 Pay All Fees

File #: 2026-1473 Agenda Item #: 6h.

Submitted By: Roberto Ellis

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Affordable Housing Incentive Fund disbursement to Robin Rose Construction, LLC for the construction of a new single-family affordable housing unit, in an amount not to exceed $15,697

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City encourages new construction and rehabilitation of affordable housing by offering a housing incentive fund to offset development charges. These benefits are intended to promote affordable housing while maintaining quality construction and site design.

Per Section 106-105 (e), City of Ocala, Code of Ordinances, housing incentive fund distributions shall not exceed $20,000 per affordable housing unit across all eligible fees and stages of development and will be distributed after an application for funds is reviewed and approved.

Staff is proposing the reimbursement of development fees tied to the construction of a new single-family residential dwelling unit on vacant property.

Application Summary

Applicant: Robin Rose Construction, LLC
Application ID: AHA26-0001
Project Description: Construction of a 3-bedroom, 2-bath home with 1,312 sq ft of living space and an additional 184 sq ft front porch entry.
Parcel ID: 2845-055-015
Fee Estimate: $15,697

FINDINGS AND CONCLUSIONS:
The City will place a lien on the property at the time of housing incentive fund distribution to ensure that the unit remains with a low-to-moderate income household for at least ten years after issuance of a certificate of occupancy.
The Internal Review Board supports the proposed project, recognizing the immediate need for housing solutions in Ocala. The Applicant is required to sell or rent the home to a low-to- moderate-income family when completed.

The AHIF will reimburse the associated permits and fees listed on the attached table.

Staff recommends approval. Please refer to the attached application packet.

FISCAL IMPACT:
Funding in the amount of $15,697 is available in the Affordable Housing Incentive Fund account (112-016-064-554-55-82010). The payment will be made in the fiscal year when the project is completed. The proposed development is expected to increase the taxable value of the property.

PROCUREMENT REVIEW:
N/A

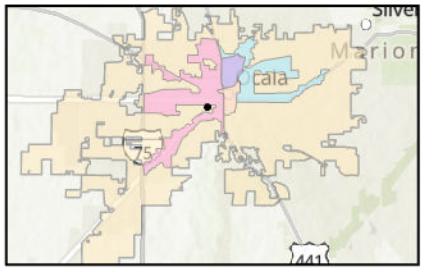
LEGAL REVIEW:
N/A

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

AERIAL MAP

Parcel: 2845-055-015
Case Number: AH26-0001

Property Size: Approximately 0.09 acres
Proposal: Affordable Housing Incentive Fund requested presented to City Council.





Subject Parcel
Parcels

0 75 150 300 Feet

N

OCALA

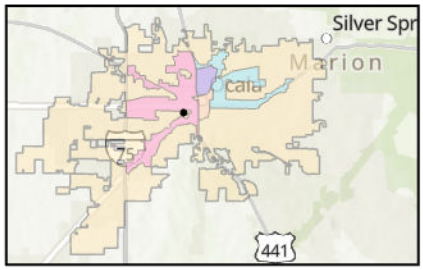
This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

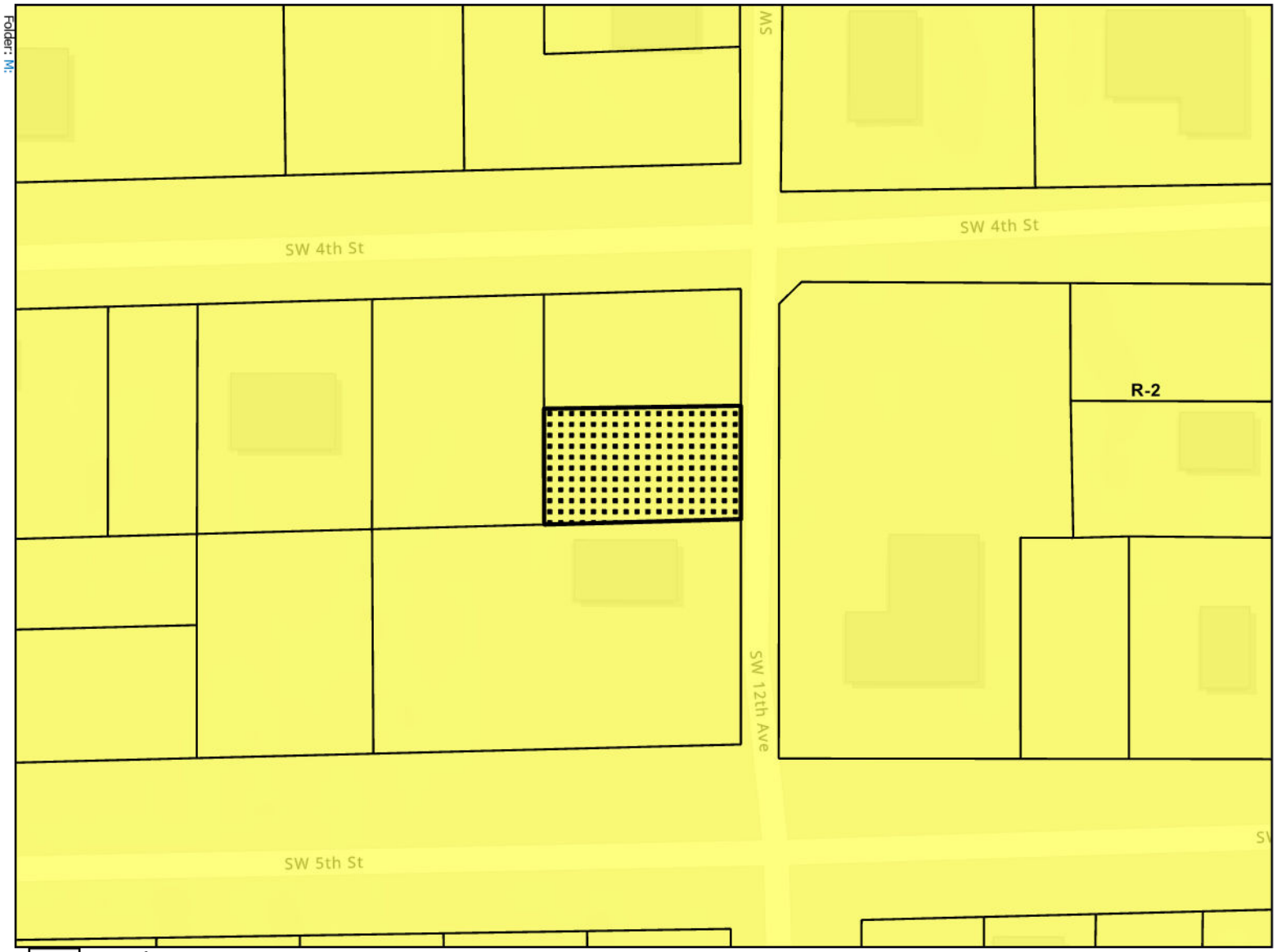
Prepared by the City of Ocala
Growth Management Department
by ekrepps on 2/17/2026

CASE MAP

Parcel: 2845-055-015
Case Number: AH26-0001

Property Size: Approximately 0.09 acres
Proposal: Affordable Housing Incentive Fund requested presented to City Council.





Parcels
R-2:Two-Family Residential
Subject Parcel

0 75 150 300 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala
Growth Management Department
by ekrepps on 2/17/2026

City of Ocala
Affordable Housing Incentive Fund
Fee Estimate

Application ID: AHA26-0001

Project Description: 3 bedrooms, 2 bathrooms – 1,312 sf living and 184 sf Front Porch Entry

Parcel ID: 2845-055-015

Building Permit #: BLD25-0284

Eligible Fees	Estimated Amount
Building	$869
SDC Sewer Impact Fees	$2,681
Water Meter Charges	$4,440
Fire Impact Fee	$278
Education Impact Fee	$4,332
Transportation Impact	$3,097
TOTAL	$15,697

Disclaimer: *This sheet provides an estimate of fees that may be eligible for reimbursement through the AHIF grant. Additional fees or charges may apply to the project. All amounts shown are preliminary and subject to change; they do not represent final approved figures.*

City of Ocala

Affordable Housing Incentive Fund Application



v2 – January 2024

City of Ocala
Affordable Housing Incentive Fund Application Information

Overview

The purpose of the Housing Incentive Fund is to encourage the rehabilitation and new construction of affordable housing in the City of Ocala by offering a housing incentive to offset city-imposed development charges and allowing the relaxation of certain development requirements for developers of new, affordable housing units. These benefits are intended to promote the creation of affordable housing while maintaining quality construction and site design.

Definitions:

Affidavit means a written declaration made under oath attesting to the applicant's eligibility as low-income household.

Affordability Threshold means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30 percent of the household income of a moderate-income household earning 120 percent of the median household income for the Ocala MSA.

Affordable Housing means quality housing which is financially accessible to an eligible low to moderate income household. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD). Affordable housing units, whether detached or attached single- or multiple-family units, shall meet minimum housing quality standards for Section 8 housing, as established by HUD.

Affordable Housing Internal Review Board means the Community Development Services Director or designee, Growth Management Director or designee, and the Economic Development Director or designee, shall comprise the internal review board.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development confirms to applicable federal and state regulations.

Housing Incentive Fund refers to funds as may be made available for affordable housing purposes as funded through the City's annual budget process, with local, state, or federal funds.

Low-Income Household means a household with a total household income at or below 80% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Moderate-Income Household means a household with a total household income 81% to 120% of the median household income for the Ocala MSA, adjusted for household size, as set annually by HUD.

Total household income consists of all sources of wage income, such as base pay, overtime, bonuses, and other sources of non-wage income, including disability pensions, public assistance, alimony, and child support payments. Household income includes income from all members of the household over the age of 18.

Process

At a pre-application conference, prior to applying for building permits or a site plan, the developer will inform the City's Growth Management Department of the intent to apply for payment of fees from the affordable housing incentive fund. The developer must submit a conceptual site plan and data including a layout of the project showing buildings, parking, and internal streets, the frontage of the project along city streets, and information on the units including square footage and number of bedrooms. Housing incentive fund credits will be pro-rated based on the percentage of affordable units. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments. Developers will certify that the proposed affordable housing units will be affordable, as defined in this application, and meet minimum housing standards for participation in this program. A written agreement must be submitted to the Internal Review Board by the developer, or his agent, which states that the set-aside and affordable unit requirements will be met, representing a contract between the City and the applicant.

Application Review. After an application is submitted, the Internal Review Board shall complete their review within fifteen (15) business days of receiving the application. The Internal Review Board will send their decision in writing to the applicant regarding whether the Board will recommend distributing affordable housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the Board to reach an agreement if necessary. The applicant shall submit a statement in writing that they agree or disagree with the Board's recommendation no more than thirty (30) days after the Board issues their recommendation. Otherwise, the application shall be deemed withdrawn. The Board's recommendation, the application, and the applicant's acceptance letter shall be included as an agenda item at the first available City Council meeting.

Eligible Fees

Fees eligible for payment from the housing incentive fund. Permitting fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside for eligible low-income households. Eligible fees include:

a. Building.
b. Plumbing.
c. Electrical.
d. Mechanical.
e. Gas.
f. Fire review.
g. Site plan review.
h. Site permit.
i. Access city-owned drainage retention areas.
j. Water and sewer impact fees.
k. Water meter charges.
l. Sidewalks.
m. Fire impact fee.
n. Education impact fee.
o. Transportation impact fee.

Funding

Housing Incentive Fund Distributions. Housing incentive fund distributions shall not exceed $20,000 per affordable housing unit. Per Section 106-105, Code of Ordnances, City of Ocala, multifamily development projects have a maximum number of affordable units that qualify for housing incentive fund payments.

City Commitment of payment. City Council may commit payment from the Housing Incentive Fund after application has been made. City Council may waive eligible fees if there are insufficient housing incentive funds. Once approved by City Council, all properly documented eligible fees will be processed for reimbursement by the City department managing the project (Community Development Services or Growth Management).

Affordability Period

Prior to issuance of a certificate of occupancy for any affordable housing unit within any development under this program, the proposed occupant of the unit must submit documentation and complete and sign a Letter of Certification, as provided by the City, attesting to qualifications as an eligible low-income household. The City will place a lien on the properties at the time of transfer to the homeowner to ensure that the units remain occupied by an eligible low-income household. The terms for the lien are outlined below.

- Housing rehabilitation, new Single family and duplex will be required to remain affordable for a period of ten (10) years. The value of the lien will be reduced by 10% of the total original lien value each year that the unit is occupied by a low-income household until the lien is released at the end of the tenth year.
- New multifamily residential units will be required to remain affordable for a period of 20 years from the issuance of the certificate of occupancy. The value of the lien will be reduced 5 percent each year until the lien is released at the end of the twentieth year.

If the unit is sold, leased, transferred, or rented to an ineligible household during that period, the City may require repayment of the remaining lien amount for all fees paid out of the affordable housing incentive fund or waived by City Council.

City Contacts

For further information contact James Haynes, Director, Community Development Services, at jhaynes@ocalafl.gov or 352-629-8312 for single family projects or Aubrey Hale, Planning Director at ahale@ocalafl.gov or 352-629-8550 for multi-family projects.

AFFORDABLE HOUSING INCENTIVE FUND APPLICATION

Proposal Title: 408 SW 12TH AVE WEEBILL

Amount of Funds Requested: $20,000

Name of Applicant: RobinRose Construction LLC

Mailing Address: 129 Juniper Trail, Ocala, FL 34480

Telephone: 352-361-2791 Fax: _____

Admin Contact: Loretta Jackson Email: robinroseconstructionllc@yahoo.com

Project Contact: Loretta Jackson Email: robinroseconstructionllc@yahoo.com

Financial Contact: Loretta Jackson Email: robinroseconstructionllc@yahoo.com

Website: _____

Legal Status: x For Profit ____Non-profit

Federal EIN: 92-1097969 DUNS #: _____

Project Type (check all that apply)

____ Multifamily
_x_ Single-family (detached)
____ Single-family (attached)
____ Other
____ Homeowner
____ Rental

Income restrictions on project (indicate the approximate number of units meeting each Area Median Income (AMI) category:

_____ Income at or less than 30% AMI
_____ Income between 30% and 50% AMI
_1_____ Income between 50% and 80% AMI
____1___ Income between 80% and 120 AMI
_____ Income over 120 AMI
__1____ **Total Units**

Utilities included in rent: ___ Water/Sewer ___Electric ___Gas ___ Internet ___ Other

Identify the number of accessible units and the specific type of accessibility modifications that will be incorporated:

Grab bars in bathtub areas

Project Proposal

Please provide the following information as separate attachments to the application.

A. **Project Description** – Provide a description of the proposed project to include project type and location, including legal description of the property and the population(s) to be served.

B. **Need** - Explain why this site was chosen and how it helps the City to expand affordable housing opportunities where most needed? Describe the neighborhood and surrounding community. Provide a map indicating project location.

C. **Project Readiness** – Provide evidence of organizational experience and capacity to manage the project, pursue and acquire land, site control, required zoning variance and permitting (if applicable), and financial commitments for the project.

D. **Site** - Identify any existing buildings on the proposed site, noting any that are currently occupied. Describe the planned demolition of any buildings on the site.

E. **Prior Activities** - Provide a summary of similar activities completed by the organization and project team.

F. **Project Budget** – Provide a detailed description of the proposed project budget showing sources and amounts of additional funding.

G. E. **Project Schedule** – Indicate the proposed project schedule, including pre-development, anticipated pursuit and acquisition timeline (if applicable), site control, zoning approval, financing and construction milestones to project completion.

Authorization:

Organization Name: RobinRose Construction LLC

I, Loretta Jackson certify that I am authorized to apply for
(Authorized Organization Official)

Funding from the City of Ocala. I certify that all information contained herein is accurate to the best of my knowledge.

Loretta Jackson

Signature

02/02/2026

Date

Loretta Jackson

Print Name

Managing Member

Title

A. Project Description

This proposal outlines the development of an affordable single-family home at 408 SW 12TH Avenue in the Santa Maria Place subdivision of Ocala, Florida. The project aims to expand access to sustainable, affordable housing for low-to-moderate-income at or below 80% of Area Median Income (AMI) families within the city's urban core, supporting the City of Ocala's long-term goals of equitable revitalization, community preservation, and workforce stability.

The proposed home will be energy-efficient, contextually appropriate for the neighborhood, and designed to offer lasting value to residents while enhancing the area's housing diversity.

Project Type:

- Construction of an affordable single-family housing unit

Location:

- 408 SW 12th Avenue, Ocala, Florida 34475
- Parcel 2845-055-015 lies within Ocala's Santa Maria Place Subdivision, a historically significant, predominantly residential community near Downtown Ocala.
- Legal description:

  SEC 18 TWP 15 RGE 22
  PLAT BOOK A PAGE 097
  SANTA MARIA PLACE
  BLK 55 LOT 15

  Lot Size:

- Approximately 0.09 acres

Zoning:

- Zoned R-2 , which allows for single-family and two-family development.

Housing Concept:

- 3 bedrooms, 2 bathrooms – 1,312 sf living and 184 sf Front Porch Entry
- Homes will feature:
  - Affordable, durable materials
  - ADA accessibility features
  - Front Porch

3. Objectives

- Expand Affordable Housing Supply: Add new homes priced to be affordable for residents at or below 80% of Area Median Income (AMI).
- Encourage Neighborhood Revitalization: Support local reinvestment in a historically under-resourced area.

B. Need - Explain why this site was chosen and how it helps the city to expand affordable housing opportunities where most needed? Describe the neighborhood and surrounding community. Provide a map indicating project location.

This site was strategically selected as a high-impact infill opportunity that aligns with the City's goals for sustainable, equitable growth. By utilizing a smaller lot within an established urban neighborhood, the project maximizes existing infrastructure**,** eliminating the need for costly municipal utility expansions. More importantly, the location places affordable housing on the doorstep of major employment hubs and transit corridors**,** directly serving the 'missing middle' workforce. This development does not just add rooftops; it revitalizes an underused parcel to stabilize the local tax base and ensures that essential workers can afford to live in the community they serve, thereby reducing regional traffic and fostering a more inclusive local economy**.**

The Santa Maria Place subdivision is located southwest of Downtown Ocala. It is one of the city's oldest neighborhoods, with many mid-20th century single-family residences, small duplexes, and vacant lots available for infill development.

Unlike many newer Ocala developments, it is notable for its lack of deed restrictions, offering homeowners the freedom to customize their properties without strict HOA oversight.

Residents benefit from immediate proximity to downtown Ocala's amenities:

- Convenience: The subdivision is situated just minutes from Historic Downtown Ocala, providing easy access to local dining, shopping, and the courthouse.
- Nearby Facilities: It is located less than a mile away from a local recreation center, career education center and major roadways like Silver Springs Boulevard (State Road 40) and State Road 200.
- Recreation: Nearby parks and the Ocala National Forest offer a range of outdoor activities like walking trails and picnics.

As of early 2026, the median listing price for a home in West Ocala is approximately $225,000 to $232,500. This neighborhood remains one of the more affordable areas compared to the broader Ocala market, where citywide median listing prices have recently risen to about $302,990.

Ocala and Marion County have experienced steady population growth over the past decade, creating significant demand for affordable housing.

Challenges:

- Aging housing stock
- Lower household incomes than city average
- Limited new development in recent years, creating unmet housing needs- *however, new development has increase within the past two years sparking increased interest by developers as better housing options have become available in the area*
- Limited availability of affordable rental and ownership options
- Rising property values putting pressure on low- to moderate-income families

Demographics (Based on U.S. Census Tract 18097060800 / City of Ocala planning data):

- Median Household Income: Approximately $35,000–$40,000
- Racial Composition:
    - 68% African American
    - 23% White
    - 6% Hispanic or Latino
    - 3% Other/multiracial
- Median Age: 39 years
- Homeownership Rate: ~47%
- Renters: ~53%

Community Assets:

- Within walking distance to Downtown Ocala, public transit stops, parks, and schools.
- Near Howard Academy Community Center, Citizens' Circle, and Tuscawilla Park, promoting strong civic engagement and access to amenities.

Opportunities:

- Infill development sites suitable for small-scale, affordable housing
- City programs supporting revitalization, such as Ocala's Community Development Block Grant (CDBG) and Housing Incentive Program

C. Project Readiness – Provide evidence of organizational experience and capacity to manage the project, pursue and acquire land, site control, required zoning variance and permitting (if applicable), and financial commitments for the project.

Statement of Leadership Experience and Capacity

Loretta Jackson, Manager/Builder

Loretta Jackson is a highly accomplished executive with a Master's Degree in Business Management; over 25 years of experience in financial management and over 10 years in construction management. Her career is defined by managing multi-million-dollar budgets and navigating the intricate compliance requirements of federal, state, and local government contracts.

Core Competencies

- Fiscal Management: 15 years of accounting expertise specializing in the administration of multi-million-dollar company budgets and large-scale financial reporting.
- Regulatory Compliance: Extensive experience managing and securing federal, state, and local government contracts, ensuring full adherence to statutory and project-specific guidelines.
- Construction Expertise: 8 total years of construction leadership, including 5 years in construction management and 3 years as a Licensed Residential Contractor in Florida.
- Current Licensure: Active and current Florida Licensed Certified Builder, authorized to oversee diverse building projects across the state.
- Project Leadership: Proven track record in comprehensive project management, from initial contract negotiation to final delivery and close-out.

Professional Milestones

- Florida Certified Builder License: Currently holds state-level certification for building projects, following three successful years of operation as a licensed residential contractor.
- Multi-Million Dollar Budget Oversight: Directed financial operations for large-scale entities, maintaining fiscal health while managing complex multi-source funding and contract obligations.
- Government Contracting: Successfully navigated the procurement and execution phases of public sector contracts, demonstrating a deep understanding of government audit standards and reporting.

Education & Certifications

- Master of Business Management (MBAM)
- Associate's Degree in Accounting
- Licensed Certified Builder (State of Florida)
- Licensed Residential Contractor (State of Florida, 3 years)

Statement of Organization Experience and Capacity

RobinRose Construction possesses a strong track record in residential development and construction management, with demonstrated experience in acquiring and developing land, managing new home construction, navigating zoning and permitting processes, and securing and administering project financing. Our team is well-equipped to successfully deliver quality, affordable housing projects that revitalize communities and enhance neighborhood stability.

Project Management and Home Building Experience

Over the past several years, RobinRose Construction has successfully completed the development of five new single-family homes in West Ocala, from site acquisition through construction and sale to qualified homebuyers. Each project was managed internally, with coordinated oversight of design, permitting, contractor selection, and quality assurance. These new homes have contributed to community renewal, providing

safe, energy-efficient, and affordable housing opportunities for local families. In addition to acquiring and developing our own properties, we have built custom homes ranging in size from 1,200 square feet to 4,200 square feet for families and constructed both single and multi-family homes for our investor clients within Ocala and Marion County building jurisdictions.

RobinRose Construction applies best practices in project scheduling, cost containment, and construction oversight to ensure each home meets or exceeds local building standards while remaining financially sustainable for low- and moderate-income buyers.

Land Acquisition and Site Control

In 2025, RobinRose Construction acquired eight vacant properties in targeted areas of West Ocala. These sites were strategically selected based on need, location, and alignment with neighborhood revitalization goals. Each parcel is currently under our full site control and is scheduled for development into affordable single-family homes within the current calendar year.

Our acquisition strategy incorporates due diligence processes that include environmental assessment, title search, and feasibility review to mitigate risks and ensure compliance with municipal and state regulations.

Zoning and Permitting Capacity

RobinRose Construction has a significant history of working effectively with the City of Ocala Planning and Zoning Department, Code Enforcement and the Building Services Division. We have successfully secured construction permits for multiple residential projects. Our knowledge and familiarity with city ordinances and processes allow us to efficiently navigate and maintain regulatory compliance throughout the project lifecycle.

Financial Management and Commitments

Our organization and its personnel maintain a strong financial management framework to support real estate development projects with experience in successfully managing public and private funding sources, including construction financing through banks, non-traditional lenders and private investors.

Conclusion

RobinRose Construction demonstrates the organizational capacity, technical expertise, and financial strength necessary to manage comprehensive home-building projects, including land acquisition, permitting, and construction. The successful completion of five newly constructed single-family homes in West Ocala and the ongoing development of eight newly acquired parcels for affordable homes in 2025 reflect our commitment to

community-focused development and our proven ability to execute complex housing initiatives from inception through closeout.

D. Site

The site is currently vacant.

E. Prior Activities

RobinRose Construction and its project team have a proven record of successfully completing residential development and neighborhood revitalization projects that align closely with the proposed initiative. Our collective experience demonstrates the technical, managerial, and financial capacity to deliver affordable housing developments from project inception through completion.

In recent years, we have planned, constructed, and sold affordable single-family homes in West Ocala, overseeing all aspects including land acquisition, site preparation, permitting, construction management, and homebuyer selection. Each project was delivered on schedule and within budget, providing quality, energy-efficient housing for families and contributing to the city's affordable housing goals.

These completed activities confirm RobinRose Construction's capacity and readiness to manage and deliver housing projects of similar scale, complexity, and community impact.

F. Project Budget

Category	Estimated Cost	Source
Land Acquisition	$0 Owned Free and Clear	RRC Funds
Site Prep & Permitting	$9,500	RRC Funds
Construction	$120,000	Construction Loan
Utilities and Infrastructure (Includes impact fees, **5/8" water meter to be installed by City of Ocala**, and municipal utility connections)	$11,800	RRC Funds
Sidewalks (If Applicable, contribution will be made to the sidewalk fund.)	TBD	RRC Funds

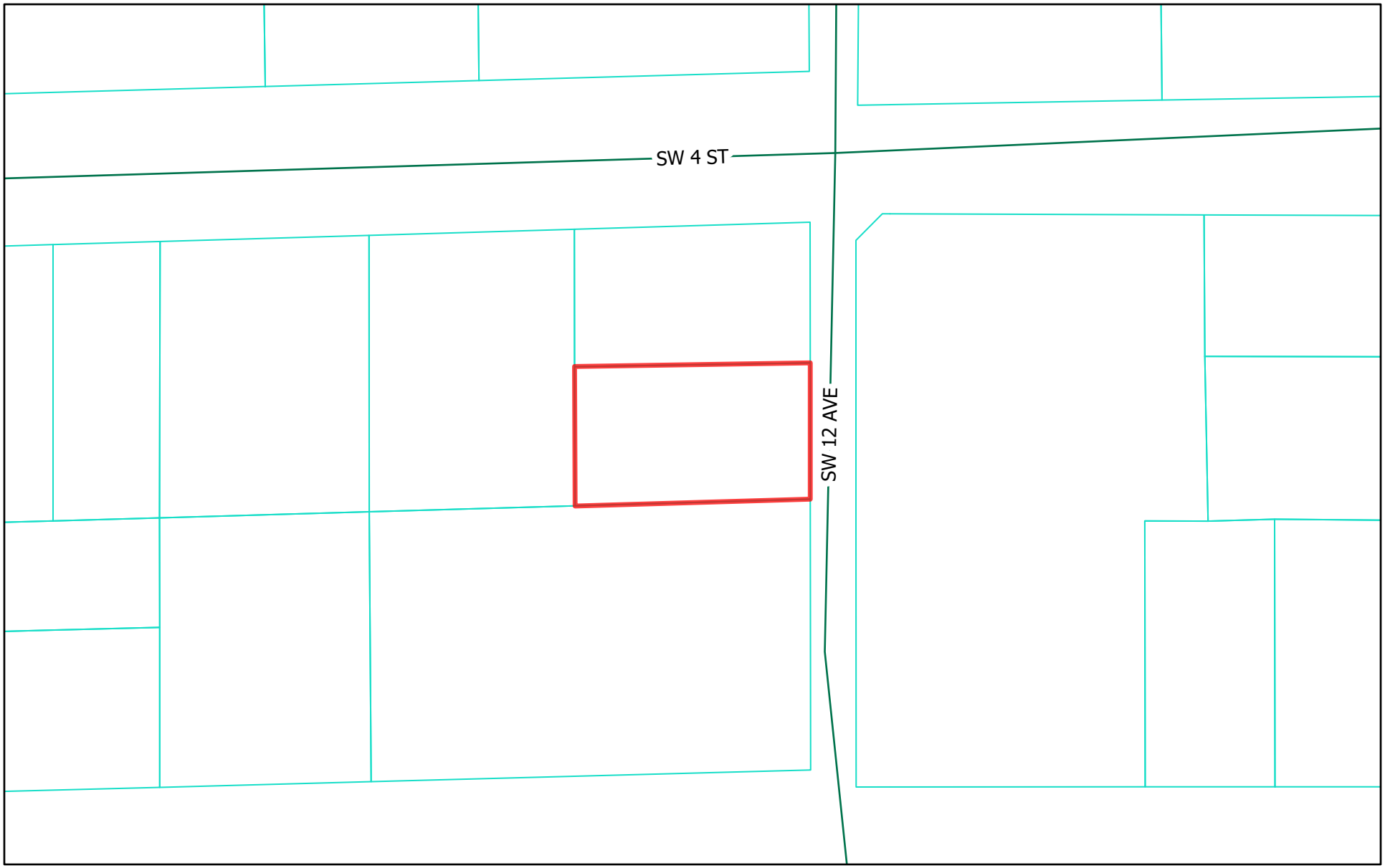
Category	Estimated Cost	Source
Project Management, Contingency	$7,500	RRC Funds
Total Estimated Cost	**$146,300**	

G. Project Schedule

Phase	Description	Estimated Timeline
1	Financing and permitting	1.5 months
2	Site Prep and Construction of home	6 months
3	Final inspections, occupancy certification	1 month
4	Sales or placement of qualified tenants	1–2 months

Total Estimated Duration: 10-11months

Marion County Property Appraiser



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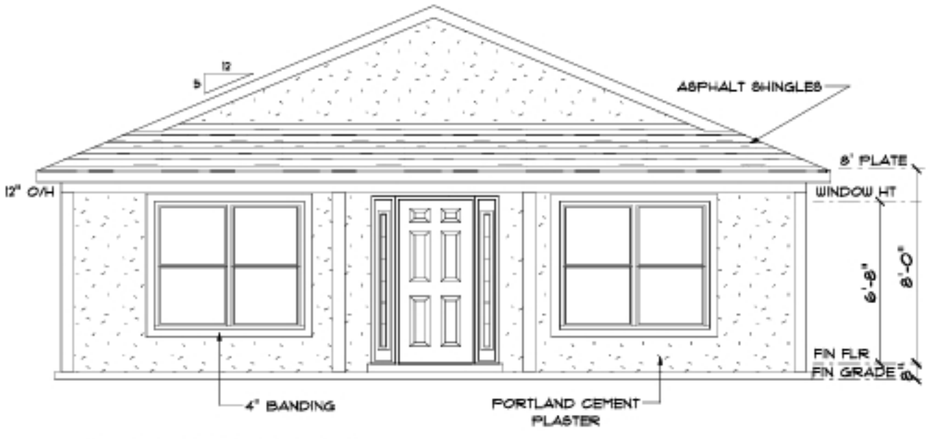
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Marion County, Florida - Use at your own risk.

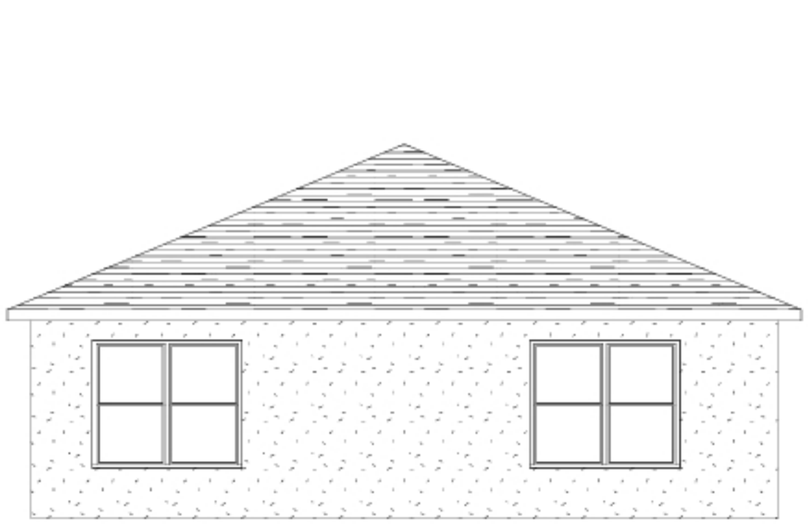
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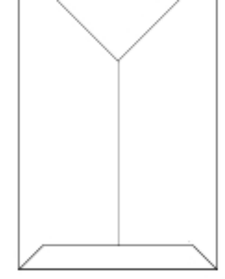
FRONT ELEVATION

NOTE: ALL OPENINGS THAT ARE TO BE CONSIDERED HAZARDOUS LOCATIONS SHALL MEET SECTION R308.4 OF FBC 8th EDITION - RESIDENTIAL

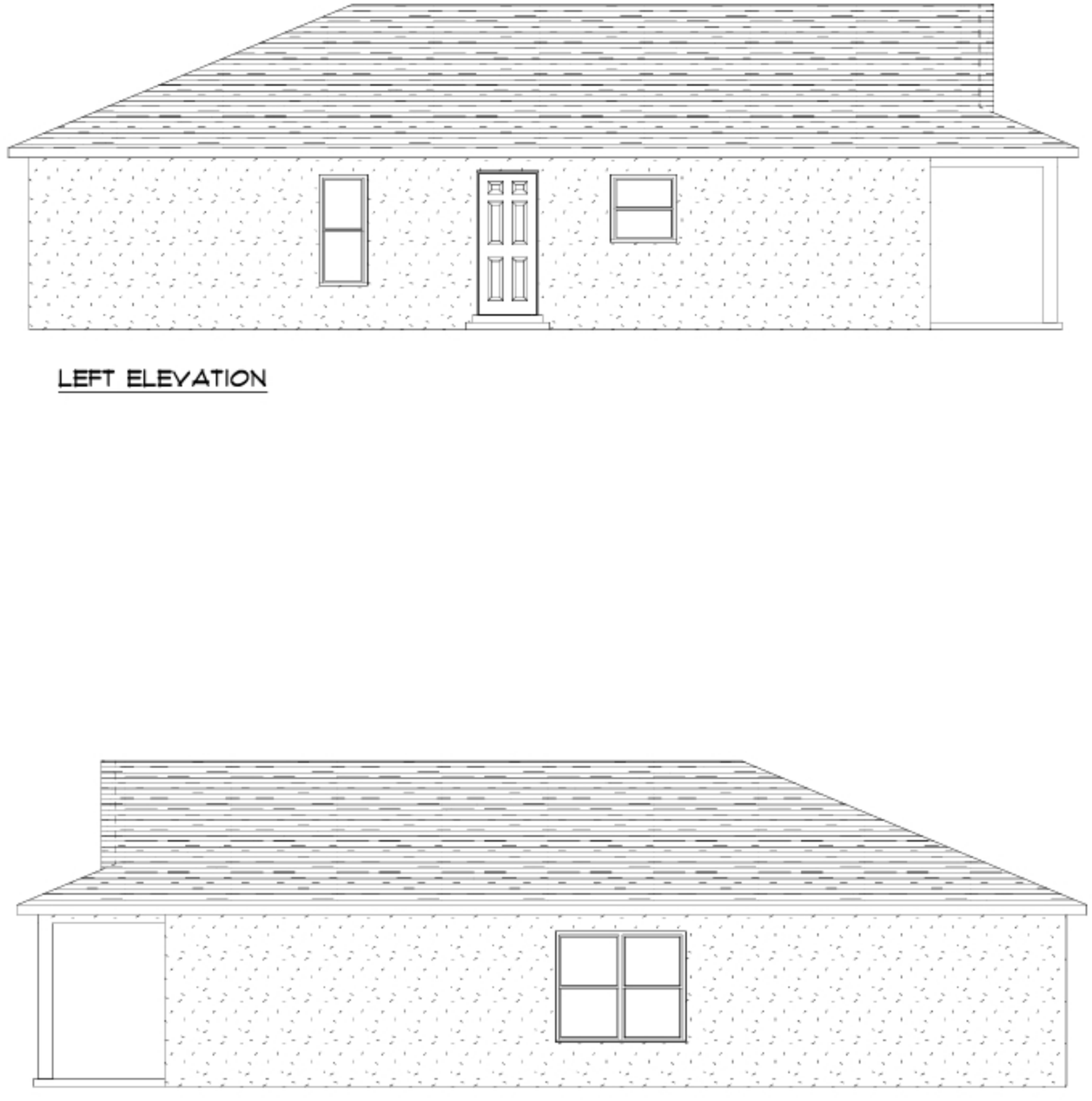


REAR ELEVATION

ATTIC VENTILATION CALCS
1/150 RULE
718.08 SQ. IN. AT EAVE
718.08 SQ. IN. AT OR NEAR RIDGE

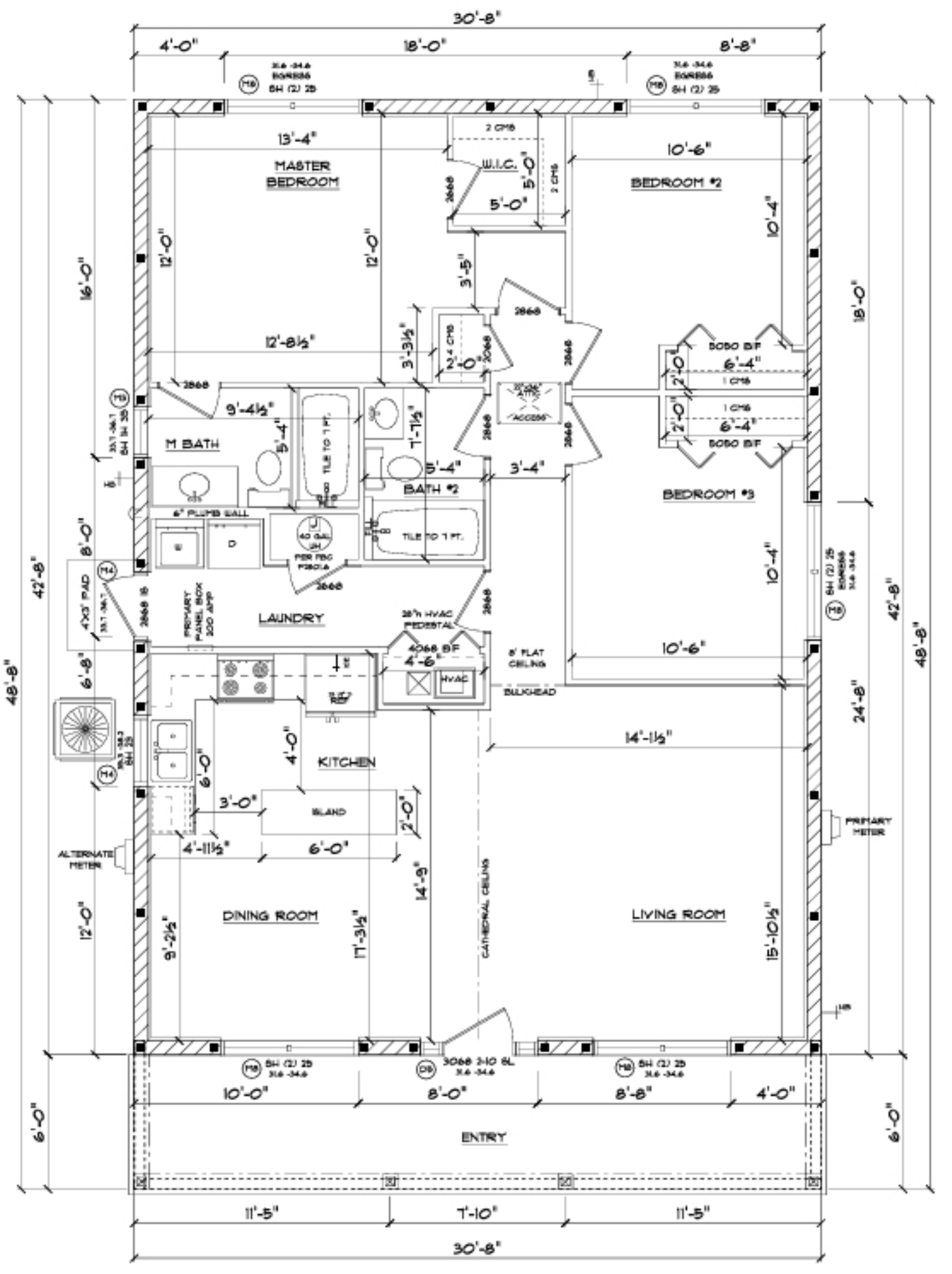


ROOF PLAN



LEFT ELEVATION

RIGHT ELEVATION



AREA

HEATED SPACE:	1312
ENTRY:	184
TOTAL UNDER ROOF:	1496

Loretta Jackson
RobinRose Construction LLC
129 Juniper Trail
Ocala, FL 34480
(352) 361-2791 | robinroseconstrucionllc@yahoo.com

Date: February 2, 2026

To:
City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471
Attn: Affordable Housing Incentive Program

RE: Agreement to Lien and Affordability Criteria – 408 SW 12th Avenue, Ocala, FL 34471/PID 2845-055-015

To the City of Ocala Growth Management Department,

I, Loretta Jackson, in my capacity as Owner/Licensed Builder, am writing to formally express my agreement regarding the final housing incentive provided through the Affordable Housing Incentive Fund for the property located at 408 SW 12th Avenue, Ocala, FL 34471/PID 2845-055-015.

Legal Description:

SEC 18 TWP 15 RGE 22

PLAT BOOK A PAGE 097

SANTA MARIA PLACE

BLK 55 LOT 15

I hereby agree to the placement of a municipal lien on the property in the amount of the final housing incentive awarded by the City of Ocala. I acknowledge and accept the following terms regarding the maintenance of this lien:

1. Affordability Period: I commit to maintaining the property's status according to the City's prescribed affordability criteria for a minimum duration of ten (10) years.
2. Annual Lien Reduction: I understand that the lien amount will be automatically reduced on an annual basis throughout the 10-year term, provided that the property remains in compliance with all affordability requirements.
3. Automatic Discharge: Upon the successful completion of the 10-year affordability period, and provided all criteria have been consistently met, the remaining balance of the lien shall be fully extinguished.

As a licensed certified builder in the State of Florida, I am dedicated to expanding high-quality affordable housing within our community and look forward to partnering with the City of Ocala on this initiative.

Please let me know if any further documentation or a specific notarized form is required to finalize this agreement.

Sincerely,

Loretta Jackson

Loretta Jackson
RobinRose Construction LLC
Owner/Licensed Builder

Type text here

File #: 2026-1475 Agenda Item #: 6i.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
City of Ocala's Community Development Block Grant 2026 Annual Action Plan for submission to the Department of Housing and Urban Development

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OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Ocala Gazette 5/8/2026

BACKGROUND:
As an entitlement community, the City of Ocala receives federal funding from the Department of Housing and Urban Development (HUD) in the form of a yearly grant allocation. Pursuant to receiving this allocation, the City is required to submit an annual action plan that stipulates how the grant allocation will be disbursed and how the City will achieve the national objectives of the Community Development Block Grant (CDBG) program.

FINDINGS AND CONCLUSIONS:
To fulfill the requirements of the CDBG grant agreement, the City must prepare an annual plan of action before the allotted grant is awarded.

FISCAL IMPACT:
In October 2026, the City anticipates receiving $514,897, which will be used in accordance with the attached action plan. These funds will be appropriated by budget resolution when awarded.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CDBG Activity		2026-2027 Proposed
Administration	$	90,000.00
Housing Rehabilitation	$	364,897.00
Acquisitions	$	60,000.00
Clearance and Demolition	$	-
Subtotal	**$**	**514,897.00**
Anticipated Program Income	**$**	**-**

HOME Activity		2026-2027 Proposed
Home Administration	$	17,831.00
Homeowner Purchase Assistance	$	-
Housing Full Rehab/Reconstruction	$	237,355.00
Subtotal	**$**	**255,186.00**
Anticipated Program Income	**$**	**-**
SHIP Activity		**2026-2027 Proposed**
Administration	$	-
Emergency Rental Assistance	$	-
Purchase Assistance	$	-
Mobile Home Program		
Acquisitions	$	-
Housing Rehabilitation	$	490,000.00
Subtotal	**$**	**490,000.00**
TOTAL AVAILABLE	**$**	**1,260,083.00**

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

5. Summary of public comments

A summary of public comments is attached in section AD-26 and referenced in section AP-12.

It was commented that the City consider providing funding for emergency rental assistance. It was commented that the City continue to focus federal grant dollars on the preservation of affordable housing units through its housing rehabilitation program.

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

2. Agencies, groups, organizations and others who participated in the process and consultations

OCALA HOUSING AUTHORITYTable 1 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	OCALA HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CEO of the Ocala Housing Authority is a member of our Affordable Housing Advisory Committee. She participates regularly and provides in depth insight to housing issues concerning low to moderate income individuals and families.

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	Governor's West Ocala Neighborhood Revitalization Council	The City held its first public meeting in conjunction with the Governor's West monthly meeting. This group has a far-reaching touch on the community and is the foremost organization in providing pertinent information to minority and low-income areas in the City of Ocala. The Governor's West Ocala Council's Board is comprised of 15 diverse organizations that serve low-income families in some capacity. It's members and participants represent nearly every category of organizations in the City that assists low-income persons and families. The Governor's West Board is composed of representatives from community sectors that include law enforcement, education, 2 civic organizations, 2 community youth group organizations, housing, health, faith-based, business, and 4 at large seats that are held by the City of Ocala, the Greater Ocala Community Development Council (GOCDC), the United Way of Ocala, and the Marion County NAACP. The group was consulted in the monthly meeting as to what they see as needs and desires for the community. City staff reports back to Governor's West monthly as to activities and projects being accomplished throughout the year as well as available funding to assist income qualified residents.

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2	**Agency/Group/Organization**	Governor's West Ocala Neighborhood Revitalization Council
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Service-Fair Housing Health Agency Child Welfare Agency Other government - County Other government - Local Business Leaders Civic Leaders Marion County Schoolboard
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development

DRAFT

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City held a public meeting in conjunction with the Governor's West monthly meeting. This group has a far-reaching touch on the community and is the foremost organization in providing pertinent information to minority and low-income areas in the City of Ocala. The Governor's West Ocala Council's Board is comprised of 15 diverse organizations that serve low-income families in some capacity. It's members and participants represent nearly every category of organizations in the City that assists low-income persons and families. The Governor's West Board is composed of representatives from community sectors that include law enforcement, education, 2 civic organizations, 2 community youth group organizations, housing, health, faith-based, business, and 4 at large seats that are held by the City of Ocala, the Greater Ocala Community Development Council (GOCDC), the United Way of Ocala, and the Marion County NAACP. The group was consulted in the monthly meeting as to what they see as needs and desires for the community. City staff reports back to Governor's West monthly as to activities and projects being accomplished throughout the year as well as available funding to assist income qualified residents.

Identify any Agency Types not consulted and provide rationale for not consulting

Services-Broadband Internet Providers and Narrowing the Digital Divide. We did not engage outside agencies in these categories. Instead we chose to include the City's Director of Fiber Optics in our planning process and public meetings. The City's fiber optics plan, product, and service is superior to the commercial companies in our area. City staff has a much better pulse of the community and the fiber optic needs and challenges of our community. Our department is a Nationally recognized and awarded department. Therefore we chose to use City staff as our resource.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Marion County Board of Commissioners	The City of Ocala is an active member of the Marion County Continuum of Care (CoC). It is also the Coc's HMIS lead and is the provider of outreach and referral services and the lead agency for Coordinated Entry for the CoC. The City's Community Development Services Department manages both the Community Programs Division and the Office of Homeless Prevention. Both divisions have a high focus on aiding the most vulnerable citizens in the City. Both the City and the CoC's plan has a high focus on developing various levels of affordable housing units from low-barrier congregate shelters to work-force housing. Both plans also seek to find additional funding sources and partnerships that will assist in producing the needed units.

Table 2 - Other local / regional / federal planning efforts

Narrative

N/A

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal setting

The 2024-2028 Consolidated Plan included a Citizen Participation Plan that summarizes outreach efforts to engage the public and provides a list of locations where information and copies of the plan can be obtained; explains the provision of technical assistance, if needed; and the process to submit complaints or grievances. As noted in the Citizen Participation Plan, public input is encouraged through timely public notices, public hearings, and publication of information relating to proposed activities. Notices and agendas are published and/or posted at least seven days before the date of all public meetings. Multiple meetings were held with the intent of providing the greatest access to the most people.

One public meeting was held via ZOOM, and one was held in person at a centrally located venue in the community that was accessible to all persons, including disabled persons. If special accommodations are necessary for participation of a physically disabled or non-English speaking person in the Consolidated Planning process, the City will provide the appropriate accommodations.

A public hearing was held prior to the submission of the 2025-2026 Annual Action Plan to HUD to allow for comment on community development needs, housing priorities, and issues of homelessness. The 30-day public comment period began on May 16, 2025, and concluded on June 17, 2025. The draft Annual Action Plan was presented to the City Council for approval. Citizens were allowed to comment during the public hearing and were able to submit comments in writing before or during the public hearings. It was commented that the City consider providing funding for emergency rental assistance.

This extensive outreach was a positive impact on goal setting as it provided an opportunity for us to hear from various representatives from various organizations and neighborhoods. Gaining support of the plan through transparent efforts give us confidence in the community's acceptance of our goals and strategies. No comments were received.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
2	Public Meeting	Minorities	The first public meeting was held May 15, 2025,during a town hall meeting centered around affordable housing. There were 312 people in attendance. We were able to present and receive ideas for inclusion in the Annual Plan. Those in attendance approved of the City continuing to focus its efforts on housing rehabilitation and preserving affordable housing units.	It was commented that the City consider providing funding for emergency rental assistance.	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community Organizations who work with low-income individuals and families	Our proposed plan was presented May 28, 2025, to the City of Ocala's Affordable Housing Advisory Committee. The plan was well received and there was overwhelming approval to continue to focus the majority of our efforts in housing rehabilitation and the preservation of aging affordable units.	There were no questions or comments about the proposed plan.	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	Our annual plan was presented June 17, 2025, to the public and City Council during the first regularly scheduled meeting in June. There were no comments or questions posed by the public or City Council.	N/A	N/A	

Table 3 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Rehabilitation	514,89700	0.00	0.00	514,987.00	0.00	The City plans to spend the CDBG funds primarily for housing rehabilitation activities that will concentrate on improving the living conditions of low to moderate income households; removing slum and blight; acquiring property to assist in its affordable housing activities, and for administrative expenses associated with implementing the program.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Economic Development Public Services Other	0.00	0.00	0.00	0.00	0.00	

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG and HOME grant funds will be used in conjunction with SHIP funding as well as the City's Affordable Housing Fund, CRA Rehabilitation Grants, and Ocala Electric Utility Weatherization Grant to carry out clearance/demo activities, housing rehabilitation, reconstruction, and to pay a portion of the salaries and related expenses required to properly run the Community Housing Services Department. A primary aim of the department is to use public and private funding to maintain the affordable housing stock, increase viable affordable housing units, provide rental assistance, and support efforts to eliminate homelessness. The CHS Department actively engages private contractors and developers in accomplishing these aims. The City also works with Marion County Board of Commissioners to partner in as many ways as possible to make affordable housing and housing of the homeless more viable. Cooperation and coordination between the governmental and local agencies help us get the most out of the limited resources that we have.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City partners with non-profit and for-profit developers in producing new affordable housing units. The City bids out surplus lots through its Procurement Department and receives proposals from developers of affordable housing. The proposals are reviewed by the Affordable Housing

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Initiative Team's Scoring Committee to determine if the project meets the minimum qualifications to be passed on for financial review. The approved proposals are then reviewed for financial feasibility by the Ocala Metro Chamber & Economic Partnership's Financial Review Committee (FRC). If approved by the FRC, the developer will make a 15-minute presentation to the Scoring Committee. The Committee Members will then discuss the overall project, ask the developer any unresolved questions, and score the proposal. The City's Procurement Department will review the score sheets and indicate to the Committee whether or not the proposal was approved. If the Committee approves the project, it is sent to the Ocala City Council for final approval of a development agreement.

The City is also analyzing the opportunity to build and sale new homes on surplus lots that it owns. The thought is that the City will be able to sale homes at a more attainable price point, providing the opportunity for more families to participate in the redevelopment of our neighborhoods.

Discussion

The regulatory cap for CDBG Administration is 20% of the total awarded allocation. This will be utilized by the City to administer the 2026 Program.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Improvements	2024	2028	Affordable Housing	City of Ocala	Housing Rehabilitation Clearance/Demolition Acquisition	CDBG: $424,987.00	Homeowner Housing Rehabilitated: 5 Household Housing Unit Buildings Demolished: 1 Buildings Other: 1 Other
2	Planning and Administration	2024	2028	Non-Housing Community Development Planning and Administration		Planning and Administration	CDBG: $90,000.00	

Table 5 – Goals Summary

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The City will undertake projects during the 2026-2027 Program Year focused on providing decent, safe, and sanitary affordable housing, creating a suitable living environment, and eliminating slum and blight. The City will utilize their HUD grant programs including CDBG and HOME to carry out activities intended to address priority needs in the community and to ensure the greatest impact to beneficiaries. The City will also use state funding from its SHIP grant allocation and local funding from its Affordable Housing Fund, CRAs, and its electrical departments weatherization program.

#	Project Name
1	Housing Rehabilitation
2	Planning & Administration
3	Acquisition

Table 6 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocating funding to housing rehabilitation will assist low-income individuals and families to make renovations to their homes to bring them up to current building codes; it will save affordable housing units that would exit the local inventory; and it will provide economic opportunities for local contractors that would not otherwise exist.

The major obstacle to addressing the needs of the underserved in our community is funding. We have received approximately the same amount of CDBG funding for the past decade, while SHIP and HOME funding has significantly decreased; but costs have increased approximately 65% at the same time. With the increase in material costs and the increase of cost burdened households, it is extremely challenging to meet the needs of our citizens. We are also challenged with locating willing, competent general contractors. In today's market, contractors can make much more money during private projects. Many don't see the benefit in doing our projects when they know they are going to have to compete against other contractors and do very difficult work in the process. It's a lot easier to do new construction builds and simple bathroom and kitchen remodel projects.

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AP-38 Project Summary

Project Summary Information

1	**Project Name**	Housing Rehabilitation
	Target Area	City of Ocala
	Goals Supported	Housing Improvements
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $364,897.00
	Description	Rehabilitation of sub-standard housing unit for a low-income household.
	Target Date	9/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	5
	Location Description	All projects must be inside the Ocala city limits.
	Planned Activities	Rehabilitation of sub-standard housing units for low to moderate income families to include such activities as electrical and plumbing upgrades, roof and flooring replacements, upgrade of appliances, remodeling of kitchen and bathrooms, and other repairs as necessary to provide decent, safe, and sanitary housing to low-income families.
2	**Project Name**	Planning & Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $90,000.00

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	Description	Planning and administrative costs associated with implementing the Community Development Block Grant.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Salaries and administrative cost associated with implementing the City's Community Programs division and managing the CDBG award.
3	**Project Name**	Acquisition
	Target Area	City of Ocala
	Goals Supported	Housing Improvements
	Needs Addressed	Acquisition
	Funding	CDBG: $60,000.00
	Description	Acquire real property for the purpose of producing an affordable housing unit.
	Target Date	9/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	The City anticipates purchasing a duplex to be used in conjunction with its housing rehabilitation program as well as for emergency, temporary housing for individuals awaiting shelter beds.
	Location Description	City of Ocala city limits
	Planned Activities	Acquiring a duplex

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Activities are undertaken in HUD eligible areas that are primarily considered low-income/minority concentrations, throughout both Marion County and the City of Ocala. Both Marion County and the City of Ocala utilize HUD's definition for minority and low-income concentrations. HUD defines areas of racial or ethnic concentration as geographic areas where the percentage of a specific minority or ethnic group is 10 percentage points higher than the county's overall percentage. The definition of a low-income concentration is that the Area Median Income of a Block Group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

There are three census tracts considered Areas of Minority Concentration (more than 50% minority representation), which are the same for Marion County and Ocala. The census tracts are 15 (+67.01% minority), 17 (+85.23% minority), and 18 (95.71% minority).

Geographic Distribution

Target Area	Percentage of Funds
City of Ocala	100

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Ocala primarily funds activities benefitting areas of minority concentration that includes low-to-moderate income persons. The City encompasses a total of 25 census tracts, namely 13.01, 14.01, 14.03, 14.04, 15, 16, 17, 18, 19, 20.01, 20.02, 21, 22.01, 22.02, 22.03, 23.02, 23.03, 23.04, 24.01, 24.02, 25.03, 25.04, 25.05, 25.06, and 25.07.

There are three census tracts considered Areas of Minority Concentration (more than 50% minority representation), which are the same for Marion County and the City of Ocala. The census tracts are 15 (+67.01% minority), 17 (+85.23% minority), and 18 (95.71% minority). Some Marion County CDBG funds are expended within the city limits of Ocala on public facilities for agencies serving Marion County as a whole.

The City of Ocala will allocate grant funding to housing rehabilitation, acquisition, and clearance and demolition activities benefitting low-to-

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moderate income households and address substantial needs related to housing quality and affordability. The approved 2024-2028 Consolidated Plan, identifies the "City of Ocala" as a Target Area which includes the entire City of Ocala municipality and its boundaries, sometimes referred as "Citywide". Consequently, individual low-to-moderate income persons residing anywhere in the City may be eligible beneficiaries of CDBG funds. The City will also target rehabilitation opportunities in its East Ocala CRA and West Ocala CRA. Based upon funding availability, jobs in the CRAs will be subsidized by funding provided for by the CRAs.

Discussion

The City of Ocala is committed to creating a better quality of life for all citizens, making the City of Ocala a great place to live, grow, and prosper.

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Affordable Housing Advisory Committee (AHAC) is a 10-member Board, appointed per Florida Statute 420.9076, to review and make recommendations regarding the established policies and procedures, ordinances, land development regulations, and adopted local government Comprehensive Plan, as they pertain to impediments to the development of affordable housing of the local governing bodies respective jurisdictions in the City of Ocala.

Various elements have created barriers to affordable housing including negative effects of public policy as well as national, regional, and local housing market conditions. The City will continue to re-evaluate policies to ensure they do not interfere with affordable housing efforts. The more dominant factors contributing to affordable housing barriers within the City include:

- Uncertainty of national funding commitment to affordable housing solutions through historic grants
- High cost of building materials is hindering the construction of new affordable units
- High cost of construction labor is hindering the construction of new affordable units
- Rapidly increasing home values are further decreasing the supply of existing affordable housing
- Lack of developers with experience constructing mixed-income or affordable housing
- Lack of adequate funding to provide significant subsidies to developers
- Implementation of a significant Impact fee by the Marion County School Board

The City of Ocala will continue to implement strategies to remove barriers to affordable housing including barriers posed by public policies. The City's strategies are designed to increase the supply of affordable housing and increase opportunity for access to affordable housing. The actions proposed by the City include reviewing and amending building and zoning codes regularly, offering incentive programs that reduce the cost of housing development to directly benefit homeowners, provide surplus property at a nominal cost, and considering new and innovative methods for preserving existing affordable housing or adding to the current housing stock.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and

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policies affecting the return on residential investment

To assist in reducing barriers to affordable housing, the City will implement various programs targeted toward low-and moderate-income households to obtain decent affordable housing. The City will participate in creating homeownership opportunities, develop new single-family homes, and bring homes up to code through rehabilitation efforts. These programs also assist in eliminating barriers to affordable housing by providing economic opportunities and minimizing overall household expenses.

In addition to the activities undertaken by the City, the Ocala Housing Authority's activities are specifically intended to address barriers to affordable housing by providing economic subsidies to those most in need of affordable housing.

As part of the development review process, when code amendments, future land use classification and zoning changes occur, and site plans are reviewed by City staff, the proposal is evaluated for potential impacts on housing affordability. The City uses objectives and policies in the comprehensive plan as well as density bonuses, local housing incentive funds, and state or federal grants to help facilitate development that provides additional affordable housing for our community. Code amendments are evaluated for consistency with the Future Land Use Element and Housing Element of the Comprehensive Plan, both of which include objectives and policies that facilitate affordability in our housing market.

The City will continue to expedite building and planning review of affordable housing projects and make appropriate City owned parcels available to affordable housing developers.

Discussion

The City meets every other month with its Affordable Housing Advisory Committee (AHAC) to develop and implement strategies to combat the barriers to affordable housing.

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AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Marion County has experienced unprecedented growth over the last several years, with funding levels struggling to keep pace with the resulting community needs. The Ocala Metropolitan Statistical Area—encompassing all of Marion County—recorded a 3.4% population increase between July 2024 and July 2025. Following a 4% growth rate the previous year, the region has officially been named the fastest-growing metro area in the nation for two consecutive years. This rapid expansion, compounded by rising inflation, has created a cascading economic effect, leading to a decrease in private donations to local non-profit homeless service providers.
In response, the City of Ocala works diligently to address the needs of the underserved, foster affordable housing, and support those experiencing homelessness. The City's Community Housing Services Office operates in close partnership with Marion County Community Services, the Continuum of Care (CoC), and a network of local non-profits to connect literally homeless individuals and those at imminent risk of homelessness with essential housing and sheltering services. Our office emphasizes housing stability through collaboration with agencies providing emergency rental and utility assistance.

Actions planned to address obstacles to meeting underserved needs

The City utilizes a multi-agency approach to identify and engage unsheltered individuals. Central to this effort is the Office of Homeless Prevention, which conducts direct street outreach throughout the City, meeting individuals in encampments, parks, and meal sites to build trust and offer stabilization services. Staff utilize the Coordinated Entry System **(CES)** to conduct standardized assessments, ensuring the most vulnerable individuals are prioritized. Primary physical access points for assessment include:

- The Office of Homelessness Prevention: The central hub for CES and outreach management.
- Interfaith Emergency Services (IES)**:** Utilizing the Engagement Center and Center for Life for health and housing assessments.
- Beacon Point: Serving as a specialized access point for those with mental health or substance abuse needs.
- The Salvation Army Center of Hope**:** A primary crisis entry point.

Emergency and Transitional Housing

The City balances immediate crisis beds with structured transitional programs to move residents toward permanent stability:

- **Emergency Sheltering:** Interfaith Emergency Services (IES**)** provides beds for women and families, while the Salvation Army offers a high-capacity emergency hub. Specialized crisis beds are provided by the Sexual Assault Center (Domestic Violence) and Arnette House (Youth).
- **Transitional Pathways:** Key partners include Wear Gloves' Dignity House, a 60-bed facility focused on workforce readiness and a 12-to-18-month "Dignity Pathway." Open Arms Village provides a high-barrier, restoration-focused environment for men and women in recovery. Project Hope serves as the primary transitional resource for women with children, and the Ocala Ritz Veterans Village offers specialized clinical support for homeless veterans.

Homelessness Prevention

To prevent the inflow of new residents into the shelter system, the City prioritizes a "Housing First" prevention strategy:

- **Financial Assistance:** Coordination of emergency financial aid through our non-profit partners for past-due rent and utilities to keep low-income households from entering the eviction process.
- **Case Management:** Partnering with United Way and other providers to offer budget and credit counseling alongside financial aid to address the root causes of instability.

Other Special Needs (Non-Homeless)

The City recognizes that the elderly and those with disabilities are at the highest risk for housing loss. Our strategy includes:

- **Aging in Place:** Working with Marion Senior Services to provide supportive services that allow seniors to remain in their homes.
- **Supportive Housing:** Advocating for and funding permanent supportive housing (PSH) models, such as Saving Mercy's newly expanded Mercy Village, which combines affordable rent with on-site medical and mental health services.
- **Behavioral Health Integration:** Utilizing Beacon Point to ensure that individuals with behavioral health challenges are connected to intensive case management to prevent the homelessness often associated with untreated mental illness.

Actions planned to foster and maintain affordable housing

The City of Ocala is committed to fostering and maintaining affordable housing for citizens across all quadrants. In accordance with HUD regulations, the City—in conjunction with the Marion County Consortium—updated its Analysis of Impediments to Fair Housing Choice (AI) to inform the 2024-2028 Consolidated Plan.

To achieve its housing goals, the City will:

- **Rehabilitation:** Utilize CDBG and HOME funds for rehabilitation projects to bring substandard units up to building code, including rigorous testing and mitigation for asbestos, mold, and lead-based paint to ensure resident health and welfare.
- **Homeownership:** Continue partnerships with Habitat for Humanity and the Ocala Housing Authority by providing down-payment and closing-cost assistance to help qualified citizens achieve homeownership.
- **Strategic Initiatives:** City Council has designated affordable housing as one of its top nine initiatives for the 2026 Program Year. Staff are actively evaluating policies, funding, and private partnerships to catalyze both large- and small-scale developments.
- **The Infill Project:** This key initiative conveys City-surplus land to for-profit and non-profit builders. To date, 30% of the City's scattered-site inventory has been successfully conveyed for affordable housing production.

Actions planned to reduce lead-based paint hazards

The City continues to implement robust measures to mitigate lead-based paint (LBP) hazards in CDBG-assisted housing:

- **Testing & Mitigation:** All units built before 1978 undergo LBP testing by a licensed inspector. Results are shared with homeowners, and hazards are mitigated prior to the commencement of general rehabilitation.
- **Compliance:** All contracts require adherence to Lead Safe Work Practices. The City's Rehabilitation Specialist and all participating contractors must maintain up-to-date Lead Safe certification.
- **Reporting:** A comprehensive hazard report (covering LBP, mold, and asbestos) is issued for every project, and the City maintains a centralized database of all survey and data results.

Actions planned to reduce the number of poverty-level families

While the need for services currently exceeds available resources, the City is taking aggressive steps to bridge the "schism" between economic classes:

- **Workforce Development:** The Office of Homeless Prevention (OHP) facilitates employment; in FY2025 alone, OHP made 381 employment referrals. The City will continue partnering with the Citrus-Levy-Marion Career Source Center to help underemployed and low-income individuals secure better-paying jobs.
- **Economic Revitalization:** The Community Housing Services Department, in coordination with the Growth Management Department's Economic Development Division, is working to attract

new businesses and redevelop commercial corridors—specifically addressing "food deserts" and the lack of major grocery stores in West Ocala.

- **Prioritization:** City Council has designated the prevention of homelessness and affordable housing as two of its highest priorities for the 2026 Program Year.

Actions planned to develop institutional structure

The City's Community Housing Services Department administers CDBG and HOME dollars with a focus on reinvesting in blighted areas. Institutional strength is fostered through:

- **Internal Collaboration:** Joint efforts between Community Housing and Economic Development ensure that resources are leveraged to reduce poverty, homelessness, and criminal activity.
- **Regional Partnerships:** As a member of the Marion County Consortium, the City collaborates daily with the County's Community Services Department on project funding, private sector leveraging, and training.
- **Contractor Relations:** The Community Programs Division holds quarterly trade meetings with contractors. These forums improve communication, ensure federal compliance, and strengthen the partnership between the City and the local business community.

Actions planned to enhance coordination between public and private housing and social service agencies

To ensure a seamless delivery of services, the City utilizes several coordination mechanisms:

- **Technical Assistance Workshops:** Held annually to educate non-profit agencies on grant applications, eligible uses, and long-term compliance.
- **Multi-Agency Participation:** City and County staff hold leadership roles in the Joint Office on Homelessness, the Children's Alliance, Community with a Heart, and the Mental Wellness Coalition.
- **Consortium Coordination:** The formation of the Marion County/Ocala Consortium allows for a unified strategy in developing new housing partners and managing HOME funds.

Discussion

The City of Ocala makes an annual investment of over $700,000 to support the coordination of homeless services. This commitment reflects the City's holistic view that housing stability is inextricably linked to economic development, public health, and the eradication of poverty in Marion County

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City plans to spend all of its funding assisting low to moderate income families.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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Discussion

The City will spend 100% of its funding assisting low to moderate income families.

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File #: 2026-1483 Agenda Item #: 6j.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
Purchase of multiple actuators for Water Reclamation Facility No. 2 Leopold Filter System from Floworks USA, LP, doing business as Flotech, with a total cost of $91,600

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
Sole Source (SSP 239) released to the public on 2/3/2026

BACKGROUND:
The City of Ocala owns and operates Water Reclamation Facility No. 2 (WRF#2) located at 4200 SE 24th Street, Ocala, FL 34471. WRF#2 is currently permitted for an average annual daily flow of 6.5 million gallons per day (MGD). Wastewater treatment is a multi-stage process that removes contaminants from sewage using physical, biological, and chemical methods, producing clean effluent safe for release or reuse. The core stages include preliminary screening, biological breakdown (aeration), clarification, filtration (Leopold Sand Filter), and disinfection (chlorine), typically removing over 90% of suspended solids and organic pollutants.

FINDINGS AND CONCLUSIONS:
The Leopold Sand Filtration System consists of four filtration trains, each equipped with 26 actuators of various sizes, which operate sequentially during filter backwashing. This system has been in service since 2015, and several actuators are exhibiting signs of wear and potential failure. To ensure continued reliability and maintain regulatory compliance, staff recommends initiating the purchase and replacement of these components.

On February 3, 2026 the City advertised Sole Source Posting (SSP) No. SSP-239 to verify that Flotech, Inc. was the exclusive distributor for Limitorque actuators. SSP-239 was advertised for a period of 15 business days as required by section 120.57(3), Florida Statutes, and closed on 2/25/2026. There were no objections from any other vendors.

FISCAL IMPACT:

Funding for repair and maintenance of these units is encumbered in accounts #308-030-169-535-53-46010 and 308-030-362-535-53-46010.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
The City's Standard Purchase Order Terms and Conditions will be utilized for the procurement of these goods.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717423-00	LIMITORQUE RFQ		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/22/26 3:34 PM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To

_
PO Box 951037
DALLAS, TX 75395
USA

Drain Valves

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Notes

FULL FREIGHT ALLOWED DO NOT CHARGE SHIPPING

LEAD TIME: 2 WEEKS

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
1	MXB-10-480V-OC-B4-26RPM LIMITORQUE MXB-10 ELECTR IC ACTUATOR LIMITORQUE ELECT ACT MXB-10 3/60/480 WP OPEN/CLOSE 26 RPM B4 STEM NUT 24 VDC OR OPTIONAL 110 VAC CONTROL 14" DEZ BAW - DRAIN	4.00	4.00	EACH	7,320.00	29,280.00
7	MACHINING DRIVE BUSHING MACHINING DRIVE BUSHING FOR MXB-05 OUTPUT SHAFT .79" CONFIRMING KEY SIZE	4.00	4.00	each	150.00	600.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT, THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO, FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717423-00	LIMITORQUE RFQ		2
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/22/26 3:34 PM	1106877	cg13	cg13	mf12

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Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

2	**Lines Total**	**Total Order Quantity**	**8.00**	**Subtotal** **29,880.00**
				Taxes **0.00**
				Total **29,880.00**

EST WEIGHT:	0

Quote Validity is 30 days unless a price increase occurs first. All lead times are subject to prior sale. All custom adaption is non-returnable and non-cancellable.
ALL ITEMS AND LEAD TIMES SUBJECT TO PRIOR SALE

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT,
THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO,
FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE
PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717405-00	LIMITORQUE RFQ		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/22/26 3:40 PM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA Backwash

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Notes

FULL FREIGHT ALLOWED DO NOT CHARGE SHIPPING

LEAD TIME: 4-6 WEEKS FOR MOUNTING KIT

NEED TO FIGURE OUT STEM SIZE OF FLOORSTAND

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
2	MXB-05-480V-OC-B4-40RPM LIMITORQUE ELECTRIC ACTU ATOR LIMITORQUE ELECT ACT MXB-05 3/60/480 WP OPEN/CLOSE 40 RPM B4 BASE 24 VDC OR OPTIONAL 110 VAC CONTROL 12" DEZ BAW - BACKWASH	4.00	4.00	EACH	7,320.00	29,280.00
5	ADAPTION HARDWARE WCB ADAPTION HARDWARE W/ MACHINED STEM NUT	4.00	4.00	each	640.00	2,560.00

2 Lines Total **Total Order Quantity** **8.00**

Subtotal	**31,840.00**
Taxes	**0.00**
Total	**31,840.00**

EST WEIGHT:	0

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT,
THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO,
FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE
PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717405-00	LIMITORQUE RFQ		2
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/22/26 3:40 PM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Quote Validity is 30 days unless a price increase occurs first. All lead times are subject to prior sale. All custom adaption is non-returnable and non-cancellable.
ALL ITEMS AND LEAD TIMES SUBJECT TO PRIOR SALE

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
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Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717401-00	LIMITORQUE RFQ		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/22/26 3:17 PM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To

_
PO Box 951037
DALLAS, TX 75395
USA

Air Valve

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Notes

FULL FREIGHT ALLOWED DO NOT CHARGE SHIPPING

LEAD TIME: 2 Weeks

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
1	MXB-05-480V-OC-B4-40RPM LIMITORQUE ELECTRIC ACTU ATOR LIMITORQUE ELECT ACT MXB-05 3/60/480 WP OPEN/CLOSE 40 RPM B4 BASE 24 VDC OR OPTIONAL 110 VAC CONTROL 8" DEZ BAW - AIR SERVICE	4.00	4.00	EACH	7,320.00	29,280.00
5	MACHINING DRIVE BUSHING MACHINING DRIVE BUSHING FOR MXB-05 OUTPUT SHAFT .63" CONFIRMING KEY SIZE	4.00	4.00	each	150.00	600.00

2 Lines Total **Total Order Quantity** **8.00**

Subtotal	**29,880.00**
Taxes	**0.00**
Total	**29,880.00**

EST WEIGHT: **0**

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EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO,
FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE
PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
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Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions

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SSP - 239 Munis# 260428

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 2/2/2026 **Requesting Division/Department:** Equipment Maintenance / Water Resources

Contact Person: Luis D. Acosta **Telephone Number:** 352-572-0421

Commodity/Service: Electric Actuators

Describe the commodity or service and its function: Limitorque actuators for valve madulations at water, wastewater, remote sites, and lift stations.

Cost of Commodity or Service: $ 50,000.00

Vendor Name: Flotech, Inc. 9406 - Muni Distr: **Contact Name:** Mangold, Edward

Address: 136 Eastport Road **City/State/Zip:** Jacksonville FL 32218-9999

Contact Phone Number: 904-358-1849 **Contact E-Mail Address:** EMangold@flotechinc.com

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: Flotech, Inc. is recognized by Flowserve – Lynchburg, Virginia USA as the Sole Municipal Represen

Item(s) are available from only one source and there are no alternates (*initials required*): LDA
Initials

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

☑ The vendor holds the exclusive distribution rights for the item in question.

☐ The commodity to be purchased is the only item compatible with existing equipment owned by the City.

☑ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

What steps were taken to verify that these features are not available elsewhere?

☑ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): Previously using AUMA and now standirized to Limitorque due to multiple technical issues with AUMA.

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☐ State why this is the only source for the required commodity or service (attach additional pages as necessary): _____

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Luis Acosta — Digitally signed by Luis Acosta Date: 2026.02.02 11:44:39 -05'00'
Requester's Signature — Date

Rusella Bowes-Johnson — Digitally signed by Rusella Bowes-Johnson Date: 2026.02.02 11:49:45 -05'00'
Requesting Director's Signature — Date

For Procurement Use Only

Sole Source Number (if applicable): SSP-239 **Date Listing Posted:** 2/3/2026

This request appears to be sole source.	☑ Yes	☐ No
If, no. Is this a standardization?	☐ Yes	☐ No
Is Council approval required?	☐ Yes	☑ No
Was this Procurement posted on the Internet?* *this requirement is for sole sources	☑ Yes	☐ No

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature — 2/25/2026 Date

Approved ☑ Denied ☐

Daphne Rolle — 2/26/2024
Chief Procurement & Contracting Officer — Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

Limitorque Aftermarket/ Third Party vendor and Part

Per pass experiences, using aftermarket or third-party parts often means sacrificing consistent quality and precise fitment for a lower price. Key downsides include variable product quality, potential to void equipment warranties, and increased risk of improper fit, which can lead to premature failure or reduced equipment performance.

Variable quality fluctuates significantly between manufacturers, ranging from high-quality to inferior, making it harder to ensure reliability compared to Original Equipment Manufacturer (OEM) parts. In addition, aftermarket parts are not held to the same standards as Original Equipment Manufacturer (OEM) parts, resulting in inconsistent, often inferior, performance.

Third-party parts may not fit as precisely as OEM parts, potentially requiring modifications during installation or causing issues with equipment.

Non-OEM parts can cause premature wear, reduced efficiency, and overall failure of the machinery or equipment

Installing aftermarket parts can void your equipment's factory warranty. Additionally, these parts often come with limited or no warranty coverage. Due to lower-quality materials, some aftermarket parts may not last as long as their OEM counterparts, causing them to need replacement sooner.

Because they are not engineered to the exact, original specifications, they might not perform as well as the original component. In conclusion, without a standardized spare parts list, sourcing quality components requires more research, relying on trial-and-error.

Ended - No Bids

SHOW INSTRUCTIONS

Transaction Fee:
Yes
ProRFx ID:
RFI02022600000020
ProRFx Type:
RFI: Supplies

Format:
Client Purchase
Solicitation No:
SSP - 239 RFI WRS/260428
Listing Category:
[31251501] Electric actuators

Scope of Work:

Bid Name:
Limitorque Actuators for Treatment

It is the intent of the City of Ocala to purchase the product listed in the attached Exhibit A. This particular product may be classified as "Sole Source." If you believe your company has the capability of supplying a "like" (equal, or identical) product, please send an e-mail to emarquez@ocalafl.gov ; Senior Buyer, and inc...
VIEW ALL

Listing Image:
Pic_8006538a.png **(PNG, 1 KB)**
Industry Type:
City and town managers' offices
Contact Name:
Ms. Eileen Marquez
Contact Phone:
(352) 629-8362

Listed By:
CITY OF OCALA
Listing Creator:
Contact information
Contact Email:
emarquez@ocalafl.gov

Ship to Location:
110 SE Watula Avenue
Address1:
110 SE Watula Avenue
Address2:
CITY HALL
City: Ocala
State: FL
Zip/Postal: 34471

Listing Class.:
RFI **Request For Information**
Listing Ends After:
End Date/Time reached

Listing Start Date:
2/3/2026 10:12:28 AM EST
Listing End Date:
2/25/2026 2:00:00 PM EST
Bid Closes:
2/25/2026 2:00:00 PM EST
Listing Status:
CLOSED **No Bids**

IMPORTANT BID DOCUMENT(S)

1. Exhibit A - Sole Sou... MORE (334.6 KB - PDF)
2. Exhibit B - Limitorq... MORE (29.13 MB - PDF)

Listing View | Vendor Questions (0, 0) | Internal Questions (0, 0) | Bids (0)

Template: RFI ()

Supplies - RFI

Header *(5 steps to complete)*

1. *General Terms & Conditions	[REQUIRED]	[?]
2. Anti-Lobbying/Communications	[BLANK]	[?]
3. *Vendor Agreements	[REQUIRED]	[?]
4. *SPECIAL CONDITIONS	[REQUIRED]	[?]
5. Electronic Bid Response	[BLANK]	[?]

1. Response Requirements

*1.1. General Terms & Conditions

One or more items in this section are required.

☐ * By checking this box you have read and agree to abide by the City's Terms & Conditions.

Click to open and read the General Terms and Conditions this transaction will be governed with.

Enter your full name (Owner/Authorized Company Representative only):

1.2. Anti-Lobbying/Communications

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, Contracting Officer, or as provided in the protest policy located at: Protest Policy

Additionally, the City prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

*1.3. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

☐ Agrees to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

☐ Agrees to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

Owner/Authorized Company Representative initials:

*1.4. SPECIAL CONDITIONS

One or more items in this section are required.

ADA NEEDS:

ADA NEEDS:
Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

AWARDED CONTRACT FAILURE - BIDDING SUSPENSION

☐ **I understand and agree to the following:**
Bidders who submit a bid to the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

BIDDER CONTRACTS:
Bidder contracts/agreements will not be accepted in most cases. If a contract is required, only City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:
The City of Ocala (City) shall handle all written competitive submissions, replies, oral presentations, other submissions, correspondence, meetings and all records made thereof, and all other records concerning this solicitation in compliance with Chapters 119 and 286, Florida Statutes and Article 1, Section 24 of the Florida Constitution.

Proposals or replies received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

I have read and understand my responsibilities regarding any purported confidential, PROPRIETARY, or trade secret material contained in my proposal AND (please select the appropriate statement below):

☐ I have not included a redacted copy of our proposal.

☐ I have included a redacted copy of our proposal along with this original.

Owner/Authorized Company Representative initials:

CONFLICT OF INTEREST:
Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala

employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

PERFORMANCE EVALUATION:
At the end of the service period, the City may evaluate vendor performance. This evaluation will become public record.

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

☐ **Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:**
a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

REQUESTED AND ADDITIONAL DOCUMENTS

Upload any requested and additional documents here:

Upload

⚠ **Not Uploaded**

Browse...

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

SAFETY AND ENVIRONMENTAL:
Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-401-3989, or cell 352-572-0414, and rdennis@ocalafl.org.

☐ Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

SOLICITATION DOCUMENTS:
The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: www.bidocala.com
ProRFx Florida: www.florida.prorfx.com

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information.

Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes.).

If not previously provided, the affidavit may be downloaded from https://www.ocalafl.gov/home/showpublisheddocument/29503 and must be notarized.

1.5. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

Submit

Scope Of Work

It is the intent of the City of Ocala to purchase the product listed in the attached Exhibit A. This particular product may be classified as "Sole Source." If you believe your company has the capability of supplying a "like" (equal, or identical) product, please send an e-mail to **emarquez@ocalafl.gov** ; Senior Buyer, and include any and all descriptive information and documentation which supports the claim that your product is a "like" item.

The products and or services listed on the attached pages are believed to be of a unique or proprietary nature and therefore only available from one source. The sole source posting shall be listed for a period not less than fifteen (15) business days.

FLOWSERVE Flow Control

Limitorque *Making Valve Control Easier™*

January 26,2026

To: Luis D Acosta
City of Ocala

Subject: Authorized Flowserve – Limitorque Florida Municipal Representative

This letter is to hereby acknowledge that Flotech, Inc. is recognized by Flowserve – Lynchburg, Virginia USA as the Sole Municipal Representative for Limitorque products coupled with Pratt Valves in the state of Florida. No other entity can make this claim.

Flotech, Inc. is additionally an authorized distributor for MRO/retrofit services of Limitorque products and can promote new product sales, receive inquiries, present quotations and receive orders for products manufactured by Flowserve - Lynchburg, Virginia USA.

This authorization letter is valid until January 26, 2027, or until terminated by either party.

Regards,

Tom Johnston
FLOWSERVE | LIMITORQUE
Regional Sales Manager - Southeast U.S.
C: 281-221-5474
tjohnston@flowserve.com

Exhibit B - Limitorque Details

Contract #WRS|260428

FLOWSERVE

Limitorque® MX and QX Series B Smart Electric Actuators

Improved Reliability, Longer Service Life, Lower Total Costs — Plus Faster and Easier to Use



Experience In Motion



The leading edge of smart actuation

Nothing exceeds Limitorque MXb multi-turn and QXb quarter-turn actuators from Flowserve for ease of use and compatibility with valves of all types. They're designed to accommodate a broad range of applications and process while providing:

- Repeatable precision
- Improved reliability
- Enhanced user experience
- Advanced diagnostics
- Lower total cost of ownership
- Enhanced safety
- Simplified maintenance
- Proactive maintenance with IoT insights

Best-in-class actuation for your demanding applications

The Limitorque portfolio of valve automation products from Flowserve has enabled companies around the world to address their most-challenging flow control issues.

The Limitorque brand has evolved since its strategic introduction of a torque-limiting design that changed the industry 80 years ago. Today, Limitorque smart actuators deliver:

- Significant total lifecycle cost savings
- Greater operating efficiencies and process optimization
- Increased visibility into equipment conditions to enhance performance and avoid unplanned downtime

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Next-generation smart actuation . . . 6
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Fail-safe actuators . . . 11
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Control and diagnostics . . . 14
Flowserve FlowSync App for remote control . . . 16
RedRaven complete IoT monitoring and analytics . . . 18
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The quick read

Electric actuators must perform reliably in severe environments and harsh conditions. Any failure can compromise valve performance, plant productivity and employee safety.

That's why Flowserve engineered the Limitorque MXb and QXb electric actuators for dependable performance across a broad range of tough applications, including:

- Oil and gas
- Petrochemical
- Commercial power
- Chemical
- Water
- Wastewater
- General industries

Ease of use

- Commissioning is 50% faster owing to a simplified menu and navigation, without the need for special tools.
- The high-resolution control panel display:
  - Delivers instant and up-to-the-minute actuator status and valve position
  - Shows clear historical and real-time graphs for critical process information such as torque, vibration and temperature profiles
  - Automatically adjusts brightness to enable visibility in all lighting conditions
  - Includes multiple languages for ease of use
  - Rotates to accommodate equipment orientations and installations

Reduced costs

- Backward compatibility enables cost-effective upgrading of existing MX and QX models to the advanced B series.
- Thermal resistance increases mean time between failure (MTBF).
- Oil bath lubrication extends the actuator life, enables storage and mounting in any orientation while maintaining full coverage, and eliminates the need for regular maintenance.

Design enhances reliability

- Improved reliability as the result of isolated inputs and outputs.
- Double-sealed enclosure up to IP68 (minimum 96 hours at 15 m), with separate terminal compartment eliminates the need for a heater and avoids the risk of water ingress during commissioning.
- Non-intrusive control knobs make it possible for the actuators to be sealed for life and eliminate risk of water/dust ingress.

Ensuring safe operation

- The independent handwheel disconnects the motor to enable manual reducing and provides a safety feature which can be engaged, even during motor operation.
- The LimiGard circuit monitor is designed for fail/no-action protection; it continually monitors the motor contactor, control relays, internal logic circuits and external command signal to detect and report malfunctions.



MXb



QXb

Applications for smart actuators

Compatible with broad range of valves

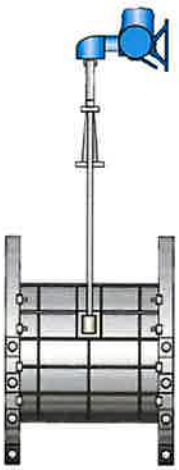
Limitorque MXb multi-turn and QXb quarter-turn actuators accommodate today's wide variety of valve designs and configurations and meet international standards for valve and actuator interfaces, including ISO 5210 and MSS SP-102.

MXb mounting options

MXb actuators are available in a wide variety of configurations to accommodate all rotary and linear valve applications:

- **Direct mounting:** Directly coupled with valves for torque-only applications. For thrust applications, MXb (and QXMb) actuators use a separate thrust base.
- **MXb with worm gearbox:** Coupled to a worm gear reducer (such as Limitorque WG or HBC models) for operation of part-turn valves, such as butterfly, ball, plug and damper. This combination provides an output torque capacity of up to 184,280 Nm (136,000 ft-lb).
- **MX with bevel or spur gearbox:** Rising stem valves coupled to a variety of bevel gear and spur gear reducers (such as Limitorque, V or SR models). Thrust up to 1,445 kN (325,000 lb) and torque up to 16,320 Nm (12,000 ft-lb) can be accommodated.

Learn about Limitorque gearboxes at https://www.flowserve.com/gearboxes.



MXb and bevel gearbox mounted to sluice gate



MXb and worm gearbox mounted to damper



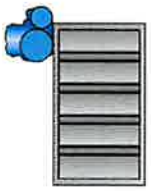
MXb directly mounted to wedge gate



MXB and worm gearbox mounted to butterfly valve

QXb mounting options

QXb actuators can be directly coupled with all rotary valves for position-seated or torque-only applications.



QXb directly mounted to damper



QXb directly mounted to butterfly valve



Compliance and certifications

MXb and QXb actuators are certified for compliance to international standards for ATEX, IECEx, FM and region-specific international certification organizations.

For more information about certifications, see pages 38 and 39 or contact your local sales representative.

The next generation in smart actuation

Realize unmatched reliability and precision with Limitorque MXb and QXb actuators from Flowserve. They also provide enhanced diagnostics and analytics plus a streamlined user experience to enable you to improve operations and safety while reducing costs.

First to provide repeatable precision

Tested dependability and condition monitoring

- Leverage the innovation of the first actuator developed with an absolute encoder that doesn't require troublesome and unpredictable battery back-up.
- Be confident that built-in self-test (BIST) enhancements and redundancy facilitate critical communication about equipment condition for comparison to the expected state. Any deviation is reported on the actuator screen or over a networked device.

Improved reliability

Protection from the outside environment

- Eliminate the need for a heater because the double-sealed IP68 enclosure — with a separate terminal compartment and non-intrusive control knobs — prevents dust and water ingress plus condensation, even without power.
- Ensure thermal resistance and extend equipment service life because the components are rated for a long mean time between failure (MTBF); in addition, a reinforced housing increases the actuator's operating ranges.
- Provide an IP68 enclosure regardless of whether the actuator is weather-proof or explosion-proof.
- Comply with NEMA 4, 4X and 6.

Enhanced user experience

Faster commissioning, setup and operation

- Enable up to 50% faster commissioning compared to previous models with a simplified multi-language menu and a rotary navigation knob.
- Cater to all knowledge and expertise levels by offering multiple configuration options with an intuitive menu.
- Configure in English, French, German and Italian plus Bahasa Indonesia, Katakana, Mandarin, Portuguese, Russian, Spanish and Turkish with the industry's first multi-lingual actuators.

Improved visibility from a safe distance

- Easily read a large, high-resolution LCD screen with adaptive brightness control from up to 9 m (30 ft).
- Rotate the control head up to 180° in 90° increments to ensure proper screen orientation, regardless of actuator mounting orientation.

Better visualization of data at the actuator

- Access data locally using the actuator's LCD interface or remotely via the FlowSync app or a laptop. (See pages 16 to 17 for details.)
- View real-time torque graphs, alarm and event logs, and other data in higher-quality resolution.
- Enhance visualization of operational graphs, logs and trend data with an advanced display that enables operators and technicians to quickly understand actuator conditions.

Advanced diagnostics and analytics

Increased memory improves captured data quality

- Investigate past events which are time-stamped and saved in memory 500+ times greater than previous models.
- Enable higher degrees of process monitoring, data logging and information feedback owing to the larger memory.
- Support asset management functions and lifecycle analysis with time-stamping.

Greater process visibility and control

- Easily integrate with other plant systems owing to a NAMUR NE107-compliant, diagnostic notification system.
- Enhance process performance monitoring by alerting operators to potential future failures with alarm and event conditions through an internationally accepted symbol standard.



Lower total cost of ownership

Easily retrofit display on existing actuators

- Update existing MXb and QXb actuators with conversion kits that retrofit the display and control assembly to provide all the advantages of new models.
- Reduce costs and future-proof your equipment investments with easy electronics interchangeability for backward compatibility with older models.

Enhanced safety

Manual positioning when needed

- Enable manual override with an independent handwheel that safely disconnects from the motor, even when it's running.
- Enhance safety and security by isolating the handwheel in manual or motor drive operation.
- *See additional safety certifications on pages 38 and 39.*

Simplified maintenance

Reduce maintenance time and costs

- Eliminate brackets, hold-downs and easily lost screws with the latch-and-eject connector design of the MXb and QXb actuators, which also ensures robust connectivity throughout the rated seismic and vibration envelope.
- Stop re-greasing while enabling mounting and storage in any orientation as a result of the oil bath lubrication.

Proactive maintenance with IoT insights

Monitor, analyze and predict actuator performance

- Compatible with RedRaven for Actuators, the complete end-to-end proactive maintenance solution for the industrial space from Flowserve.
- Works with other internet of things (IoT) systems that connect smart products, software and services.

Anatomy of MXb multi-turn and QXb quarter-turn actuators



MXb

1. Absolute encoder

- The MXb actuator uses an 18-bit resolution encoder, which allows for more than 10,000 drive sleeve rotations, and is 100% repeatable.
- The QXb actuator employs system-on-chip technology in its encoder and a non-contacting magnet to excite Hall effect devices, providing redundant, 12-bit resolution over 360°.
- Both units feature a built-in self-test (BIST) that enables each actuator to function reliably with built-in redundancy and without the need for an internal battery.

2. Motors

Three-phase AC (MXb)

- Reduces valve position overshoot owing to design optimized to handle high starting torque and low inertia.
- Includes Class F insulation; Class H is optional.
- The motor gear attachment enables the motor to be removed in one assembly for fast, easy inspection, repair and maintenance.

Brushless DC (QXb)

- Eliminates sparks, reduces mechanical and electrical noise, and dissipates heat better than brushed motors.
- Lasts longer than conventional motors and enables more accurate positioning while permitting a global range of voltages (single-phase and three-phase AC and DC) to be used.

3. Cast aluminum housing

- Cast 356-T6 grade aluminum with powder coating resists corrosion in extreme environments.
- Optional coatings available.

4. Handwheel

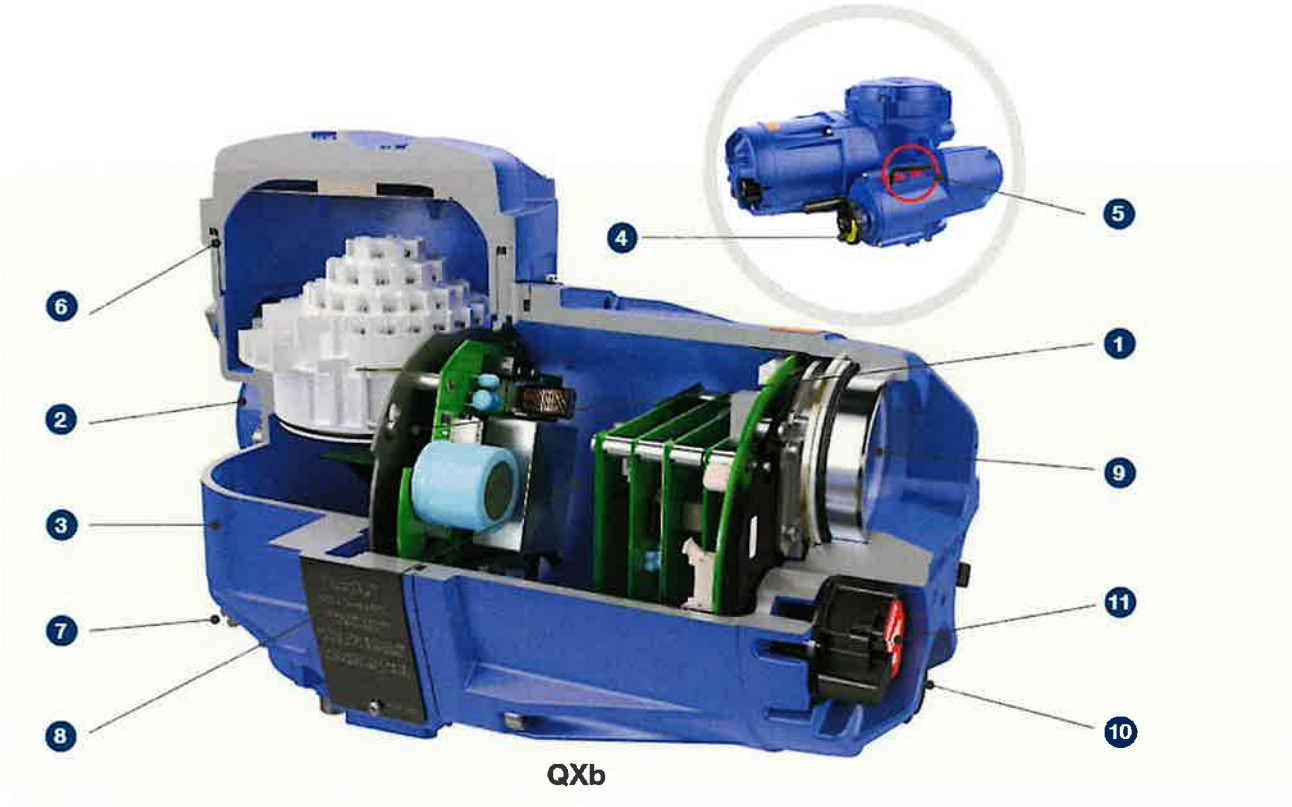
- The independent handwheel meets most minimum rim pull requirements and is available for emergency control when power is lost.

5. Declutch lever

- Enables manual operation with a handwheel.
- The lever automatically disengages — even when the motor is running — and can be padlocked for safety and security.
- The lever can be moved to manually isolate the handwheel during a power outage or emergency.

6. Double-sealed enclosure

- Complies with IP68 (refer to global certifications on pages 34 to 35)
- Separate, water-tight terminal compartment eliminates the need for a heater and avoids the risk of water ingress during commissioning.
- Control components are never exposed to the elements during site wiring or because of loose or faulty conduit cable connections.



QXb

7. Mechanical stop bolts (QXb only; not shown)

- Mechanical stop bolts are supplied for 90° movements.

8. Control chamber

- The MXb and QXb actuators utilize the same electronics package, but the QXb has an additional feature: a solid state motor controller.
- This design permits a wider range of customer-supplied voltages (single- or three-phase AC or DC) to be connected with simple modifications to the QXb actuator electronics.
- The location of the handwheel enables easy commissioning.

9. LCD multi-lingual display

- The MXb was the first non-intrusive, multi-turn actuator to equip users with LCD dialogue screens in the language of their choice.
- The control panel delivers instant, up-to-the-minute actuator status and valve position in multiple languages.
- It also simplifies set-up and commissioning and diagnostic information, including motor, identification and hardware data, as well as torque profile and log reports.

10. Rotary knobs

- Enable users to easily navigate menu options and make faster yet precise selections, particularly during set-up and configuration.
- Provide access to analytic and diagnostic information, including live graphs and logs via the Quick Access menu while the actuator is moving.

11. Local control switches

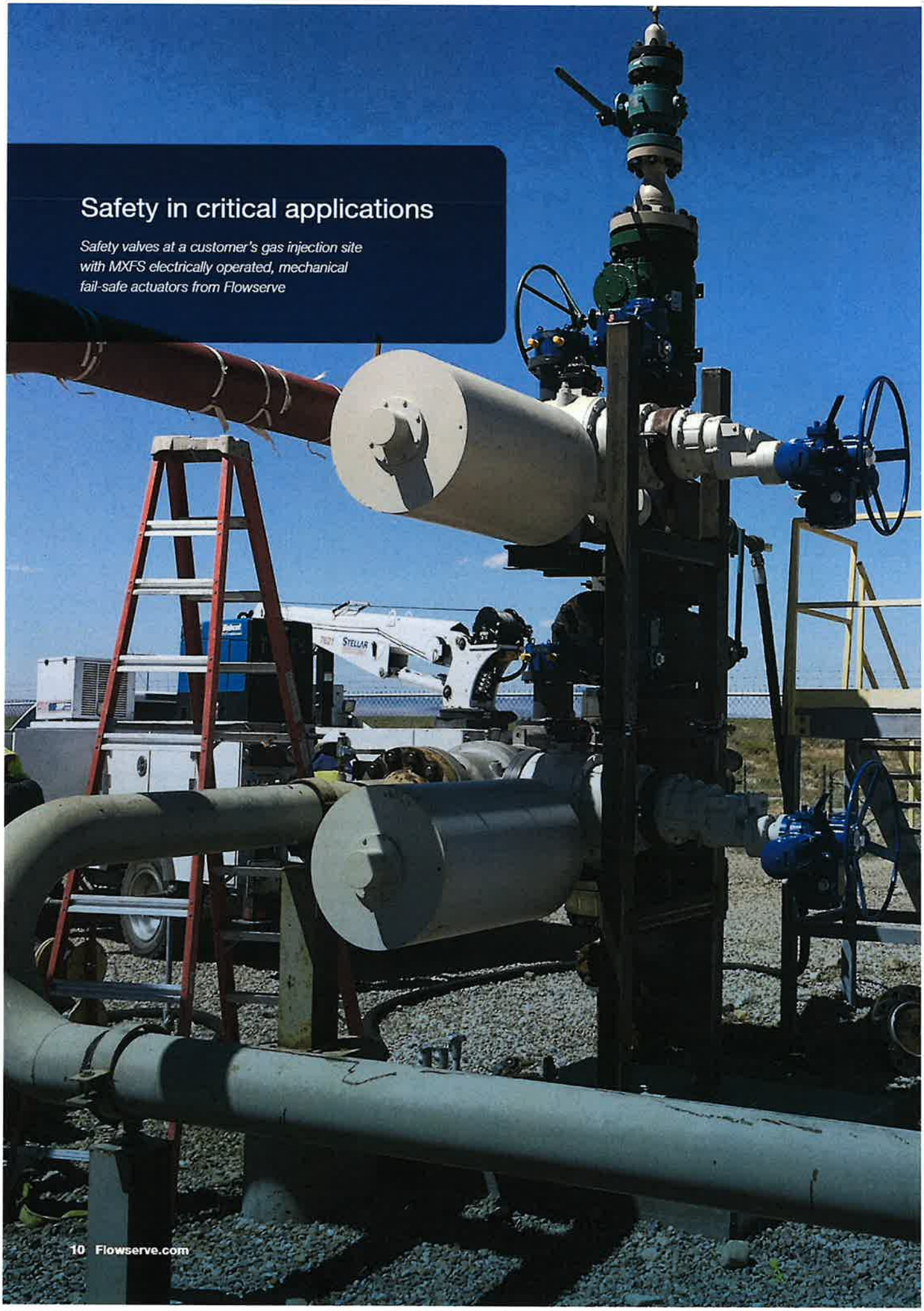
- Local control switches make set-up and commissioning simple, enabling easier selection of options and movement through the simplified menus.
- Provide the abilities to open, stop and close the actuator and select remote or local preferences.
- These switches are magnetically coupled, solid-state Hall effect devices, which eliminate troublesome and fragile reed switches.

12. Torque sensing

- The MXb actuator determines torque from motor speed, voltage and temperature.
- The QXb actuator determines torque from motor current, with compensation performed for voltage and temperature variations.
- Torque sensing for both models is highly reliable and predictable without the need for the extra components associated with electromechanical torque switches.

13. Worm and motor gear set (not shown on QXb)

- The internal gears are designed for performance and longevity.
- Rolled/ground gears are bearing supported and immersed in an extended-life, synthetic gear oil specifically designed to improve efficiency and minimize wear.



Safety in critical applications

Safety valves at a customer's gas injection site with MXFS electrically operated, mechanical fail-safe actuators from Flowserve

Fail-safe

MXFS and QXFS electrically operated, mechanical fail-safe actuators proven for critical applications

Fail-safe valves can ensure safety, eliminate emissions, and prevent product loss. Limitorque MXFS and QXFS actuators from Flowserve offer reliable, electrically operated, mechanical fail-safe solutions.

Engineered to handle torque to 194 kNm (1,720,000 in.-lbs), MXFS and QXFS actuators are ideal for critical applications such as pipeline ball valves, emergency shutdown (ESD) valves, safety valves, off-shore control valves and remote well-head valves.

MXFS and QXFS actuators are highly reliable upgrades for existing actuators susceptible to leakage or wasted energy. Electric actuation is combined with an independent spring to provide precise control with no dead time compared to the low reaction time and lower accuracy of pneumatic actuators. Energy stored in the spring contributes to lower power consumption and prevents emission loss.



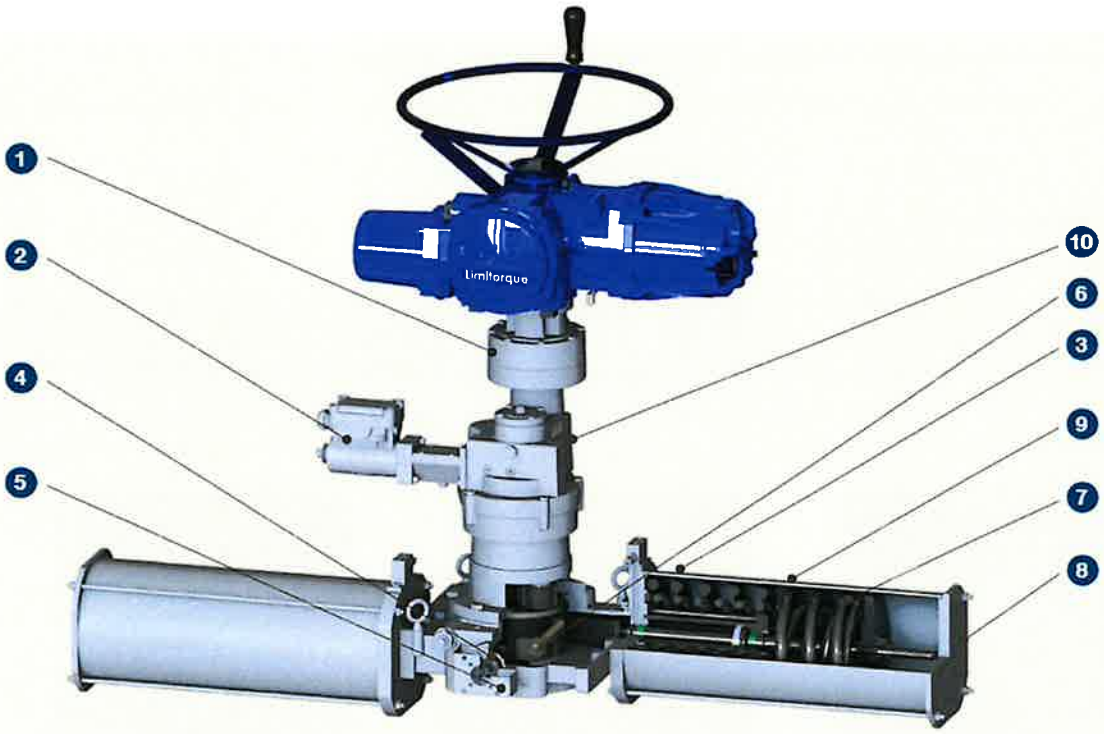


Features and benefits

Limitorque MXFS and QXFS actuators are offered as options of the Limitorque MXb and QXb actuator models. They provide all of the capabilities and diagnostics of MXb and QXb actuators while adding the following fail-safe optional features:

- Lower energy consumption to reduce carbon footprint
- No leakage, because there are no hydraulics or pneumatics
- No creeping due to thermal effects or leaking
- No tubing or fittings to inspect or audit
- Modular, scalable design simplifies installation and maintenance
- Reduced size and weight, because no hydraulic power unit (HPU) or compressor is required
- Standard mechanical anti back-drive device prevents leakage and damage to the actuator
- Full digitalization to support predictive maintenance and monitoring
- Optional integrated high-low pressure pilot ensures emergency shutdown
- Elimination of costly maintenance intervals and oil changes required with electro-hydraulic or gas-over-oil solutions

Anatomy of MXFS and QXFS actuators



1. **Self-locking input**
   - Fully mechanical
2. **Release mechanism**
   - Electric linear solenoid
     - 24 VDC STD
     - Passive power consumption <25 W
   - Line pressure option
3. **Sealing**
   - Fully sealed spring canister
   - Mechanical seals at ingress points
   - Double seals at dynamic interfaces
   - IP68 standard
4. **Gearing**
   - Rack and pinion gear transfers spring force to valve
   - Planetary gears for configurable input ratio/MA
5. **Indication**
   - Switch box or standard NAMUR mounting
6. **End stops**
   - Adjustable +/- 5° travel
7. **Torque range**
   - Quarter-turn, spring-end torque
   - 146 to 194 kNm (1,290 to >1,720,000 in.-lbs)
8. **Dampener**
   - Adjustable speed of fail-safe operation
9. **Spring canister**
   - Helical compression spring design for proven reliability
   - Safe design does not allow uncontrolled release of springs if disassembled
10. **Mechanical hold and release**
    - Enables fail-safe operation with low release force
    - No valve creep from leaking pistons or temperature swings

Superior control and diagnostics

Smart but simplified configurations enable critical control

Control is expected in a smart actuator. Limitorque MXb multi-turn and QXb quarter-turn actuators from Flowserve help you do so much more by simplifying valve automation in three critical methods of control:

- Set-up and commissioning
- Normal operation
- Diagnostics and troubleshooting

Easier menu navigation and selection of options confirm the setup of the MXb and QXb actuators via solid-state Hall effect devices in both knobs. No special tools or remote devices are required. And the Flowserve FlowSync app provides operators and technicians with access to configure actuation equipment and retrieve performance data via a secure Bluetooth connection.

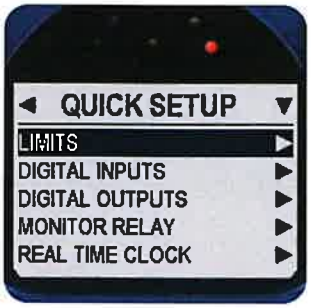
In addition, MXb and QXb actuators are "fit for service", offering the widest range of configuration menus of any non-intrusive smart actuator.



Advanced setup



Main menu



Quick setup

Advanced diagnostics enable proactive maintenance

MXb and QXb actuators incorporate advanced diagnostics that provide greater process visibility and control. They feature an enhanced, NAMUR NE107-compliant diagnostic system that provides higher process control by alerting operators when alarm and event conditions occur.

The diagnostics system tracks the actuator environment and performance through a sophisticated set of sensors. Any deviation of voltage, operation, torque and vibration from specified ranges is reported. That enables operators to adjust configurations and schedule proactive maintenance, when necessary, before equipment failures occur.





Data logging and alarms

In addition, MXb and QXb actuators include a time-stamped data log of local and remote move commands as well as events and alarms.

The event and alarm list is configurable and stores thousands of historical actions. The data logging system is backed up by an internal battery with an operating life of more than 10 years.





The smarter way to safely control your actuator equipment

FLOWSYNC™

Getting close to actuator equipment in industrial settings is easier said than done.

With the Flowserve FlowSync app, you can control your actuator equipment and save time by configuring and commissioning one actuator or multiple units faster in the workshop or at the installation site.

The Flowserve FlowSync app can digitize your critical processes, while making them more efficient and accurate with advanced monitoring and diagnostics

Quickly configure and monitor actuator condition

Using familiar touch-screen commands, securely connect to smart actuators via Bluetooth to configure them or change settings remotely.

The Flowserve FlowSync dashboard helps immediately identify conditions or issues by viewing actuator status, valve/actuator position, torque, RPMs along with temperature measurements.

- **Learn an actuator's overall health,** confirm its position, and check its voltage and torque.
- **Save time** by configuring and commissioning one actuator or multiple units quickly on- or off-site.
- **Quickly see** which units are ready to go. And if there's a commissioning issue, a Flowserve expert is a click away.

It's exactly the support you need to accomplish priority operational objectives and strategic energy transition initiatives.

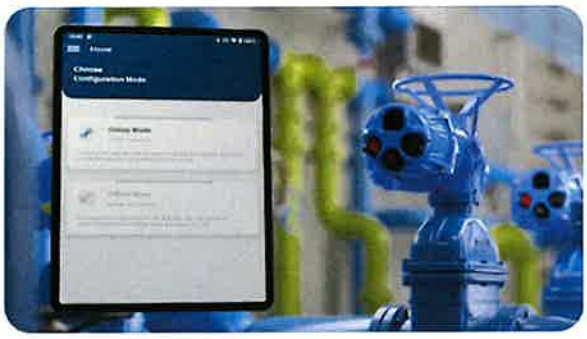
Tested, proven security

Your equipment and data will remain secure because we've tested how FlowSync communicates across networks and stores your critical configuration and performance information.

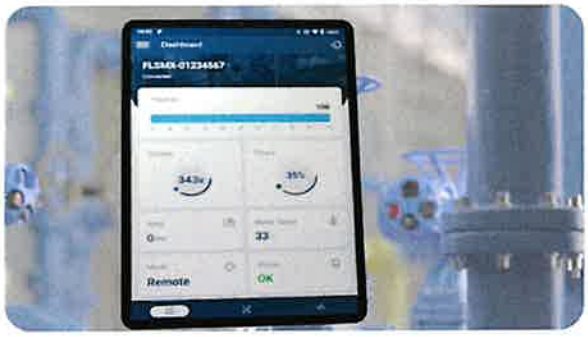
Get the free app

GET IT ON Google Play

Download on the App Store



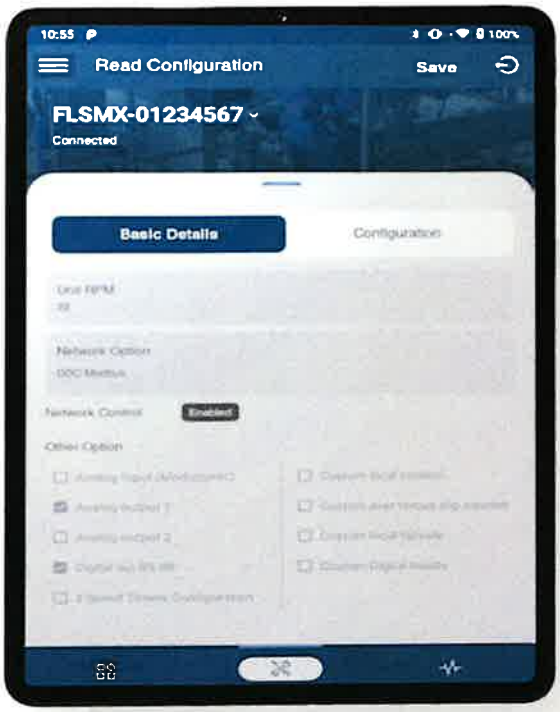
Securely connect to smart actuators via Bluetooth to configure them or change settings remotely.



Immediately identify conditions or issues by viewing actuator status and RPMs along with temperature measurements. Confirm the actuator's position and check its voltage and torque.



Get easy access to diagnostic data such as torque, vibration and temperature profiles.



Save time by configuring and commissioning one actuator or multiple units faster in the workshop or at the installation site. Quickly see which units are ready to go.



Avoid unplanned downtime with IoT monitoring and analytics

IoT and RedRaven compatible

MXb and QXb actuators are IoT compatible with a range of networking, monitoring, and control equipment and systems.

They're also RedRaven Ready, which means they're designed to work with the suite of IoT solutions from Flowserve that can be scaled to meet your unique process and facility requirements, including:

- Hazardous area-certified equipment sensors
- Secure communications
- Performance analytics
- Trend reporting tools

With access to advanced analytics and trend data, you can identify the slightest changes in flow control equipment performance — variations that can indicate a problem is looming.

You'll also get real insights needed to make more informed decisions to improve your plant's efficiency, productivity and bottom line.



RedRaven for Actuators helps to lower costs and improve safety

Get the insights and tools you need to monitor, analyze and predict the performance of MXb and QXb actuators plus valves, pumps and seals — the collective lifeblood of your plant. With RedRaven for Actuators from Flowserve, you can quickly respond to minimize disruptions and downtime.

RedRaven is a complete end-to-end proactive maintenance solution for the industrial space. It enables you to leverage the internet of things (IoT) for connected smart products, software and services.

Proactively identify and address actuation issues

RedRaven advanced IoT condition monitoring helps plants monitor the condition and performance of actuators and other fluid motion and control equipment in process industries. Informed by the predictive analytics capabilities of RedRaven, plant operators and technicians can schedule maintenance and repairs to proactively address equipment issues before they become failures.

Smart electric actuators have built-in diagnostics, but RedRaven extends its IoT condition monitoring solution to the MXb and QXb actuators. By providing an overview of equipment health and offering corrective steps to take, plant operators can avoid unplanned downtime, improve performance, and increase reliability.

With real-time performance data and predictive analytics, you can act promptly to meet production timelines, minimize costs, and achieve business objectives. With RedRaven from Flowserve, you can keep actuation problems from evolving into production-stopping failures.

Support energy transition and sustainability initiatives

RedRaven condition monitoring and predictive analytics also enable plants to enhance safety and improve sustainability in operations. It detects changes that enable operators and technicians to schedule maintenance and repairs in order to minimize or eliminate leakage and fugitive emissions and maximize efficiency.

IoT solutions for your entire plant

The RedRaven platform comprises a suite of scalable technologies and service offerings that can be customized to meet your plant's unique needs.



Performance integrity and predictability

Accurately sense and confirm torque and actuator positions

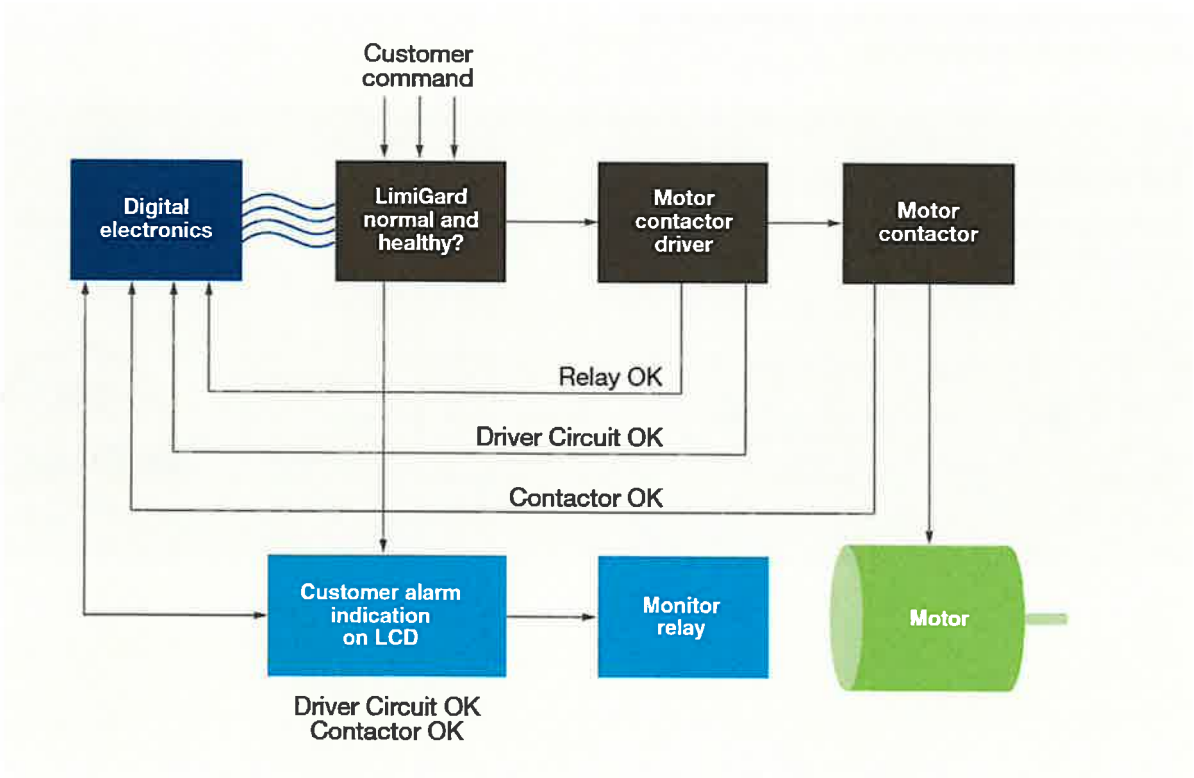
Smart actuators should have enabling technologies that ensure performance integrity and predictability. The MXb and QXb actuators offer three:

1. Limitorque LimiGard™ — with built-in, self-testing (BIST)

You can enhance flow control equipment reliability, optimize plant operations, and reduce troubleshooting costs by utilizing our unique smart actuator monitor, Limitorque LimiGard.

Its numerous BIST features contribute to the integrity and predictability of process applications and enhance the ability of a safety system to achieve the highest possible rating.

- Limitorque LimiGard **continually monitors the control relays, internal logic circuits and external command signals,** comparing them to reference conditions.
- This virtually eliminates the possibility that an actuator malfunction can occur without **prompt detection and alarm communication.**
- In the event of a malfunction, LimiGard takes over and supervises the actuator's response characteristics, **maximizing safety and predictability.**



2. Absolute position encoder

Flowserve developed the MXb and QXb actuators as the first electric actuators to use absolute encoders that don't require battery back-up. The encoders measure valve position at all times, including both motor and handwheel operations, with or without power present.

How the MXb actuator determines valve position

- Uninterrupted performance is proved with an improved, 18-bit optical, 100% repeatable device.
- The 18 bits also means that the encoder span is now almost 10x the original — good for ~10,000 drive sleeve rotations.
- The encoder has redundant circuits, ensuring performance, even in the event of up to 50% component failure, continuing to provide reliable data while alerting the user to any faults.

How the QXb actuator determines valve position

- System-on-chip technology using a contactless magnet excites Hall effect devices to provide redundant, 12-bit resolution over 360°.
- This redundancy, part of the BIST features, means the device can continue to function reliably in the event of a failure to one of the position sensors.
- As the actuator turns, a mechanical coupling rotates the magnet about an array of several Hall effect devices. When the magnet passes over a Hall effect device, it changes the electromagnetic field, and a digital signature (on-off) is developed.
- This signature is duplicated across the array of Hall effect devices at specifically timed intervals, resulting in digital values that calculate the position of the valve with 0.01% accuracy.

3. Torque sensing

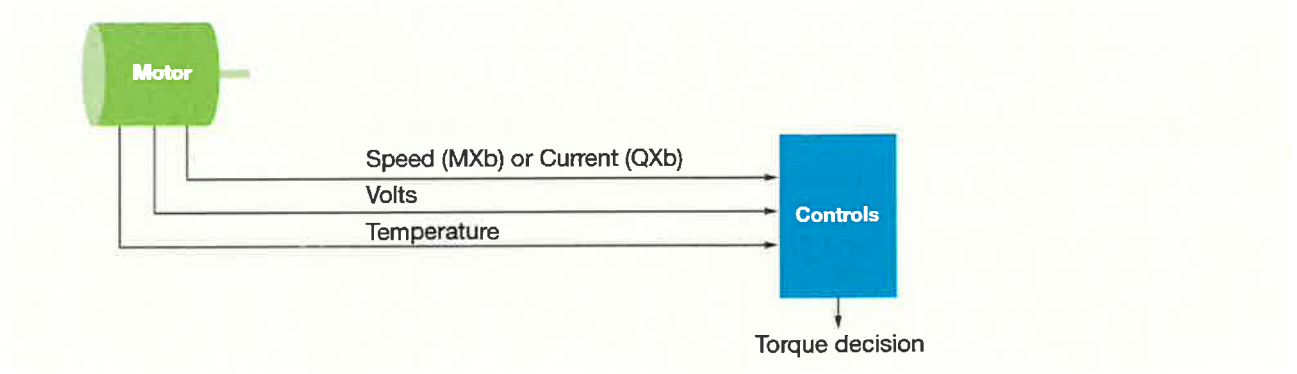
- MXb and QXb actuators were the first electric actuators to sense torque electronically for use in valve control, overload protection and torque trending. The result is highly reliable and predictable torque sensing **without the need for the extra components** associated with electromechanical torque switches.

How the MXb actuator senses torque

- A microprocessor calculates output torque from motor speed, voltage and temperature.
- Torque limit may be set from 40 to 100% of rating in 1% increments.
- A "Jammed Valve Protection" feature can de-energize the motor if the output torque requirement exceeds the boost torque.
- A boost function is included to prevent torque trip during initial valve unseating and extreme arctic temperature operation.

How the QXb actuator senses torque

- The QX senses torque electronically for use in valve control, overload protection and torque trending.
- Torque is sensed from motor current, with compensation performed for voltage and temperature variations. The result is highly reliable and predictable, without the need for the extra components associated with electromechanical torque switches.





Standard features for indication and protection

Direct-wired remote control

Wiring flexibility includes the following standard alternatives to open-stop-close the actuator:

- **Four-wire** — Valve can be opened, closed or stopped.
- **Two-wire switched** — Single open or closed contact; valve can be opened or closed but not stopped.
- **Three-wire maintained** — Two momentary contacts for self-maintained control. Valve can be opened or closed but not stopped in mid-travel.
- **Three-wire inching** — Two "push-to-run" contacts; valve can be opened, closed and stopped in mid-travel.

Multi-mode control

Three modes of remote control are permitted when the actuators are configured for multi-control — digital (discrete) control, analog (Modutronic) control, or network (Fieldbus) control — and do not require local setting changes.

The MXb and QXb actuators respond to the last command received. However, analog control is initiated by either toggling User Input 2 (configured for CSE input) or removing and reapplying the 4-20 mA analog signal.

Configurable inputs

Three configurable inputs are available when using a standard wiring set-up.

- **Emergency shutdown (ESD)** — Up to three remote, external ESD signals may be applied to the actuator to move the valve to a predetermined, user-configured shutdown position, overriding existing control signals.
- **User inputs** — Three user-defined inputs facilitate network connections.
- **Inhibit signals** — External signals may be used to inhibit actuator opening, closing or both.

Control signals

The control signal can be either 24 VDC or optional 110 VAC; it can be sourced from the actuator or customer supply.

Output relays

- **Status contacts** — May be set to represent more than 30 actuator conditions.
- **Monitor relay** — Provides an N/O and N/C contact representing "Actuator available for remote operation."

Alternate speeds

MXb and QXb actuators can be configured to permit differing speeds for Open or Close direction. (Standard on QXb units; optional on MXb units.)

Uninterrupted power supply (UPS)

UPS is a standard feature with a 24-volt DC connection for either early commissioning prior to main power or actuator status and feedback in the event main power is lost.

Bluetooth LE capable

Standard low-power wireless communication path to the actuator enables monitoring and configuration of the unit wirelessly in any direction via the FlowSync app or a Bluetooth LE-compatible laptop.

- 128-bit data encryption can be enabled to protect the privacy of the link with the additional option to turn off Bluetooth at the actuator.
- A visible blue LED in the LCD display of the actuator signifies an active Bluetooth link to the actuator has been established.
- Bluetooth can be deactivated if required.

Protection features

Autophase protection and correction ensure proper open/close directions and monitors and corrects phasing if connected improperly. This prevents operation of the actuators if a phase is lost.

Other protection features include:

- **Jammed valve** — Detects lack of movement of the valve after movement command of actuator.
- **Instantaneous reversal protection** — Incorporates a time delay between motor reversals to reduce current surges.
- **Motor thermal protection** — A thermistor placed within the motor provides diagnostics feedback of the motor temperature and protects against overheating.
- **LimiGard circuit protection** — Refer to page 16 for more information.



Network communication protocols

MXb and QXb actuators are compatible with a comprehensive portfolio of network protocols and solutions such as:

- Modbus
- Profibus DP
- Profibus PA
- TCP/IP
- Foundation Fieldbus H1
- HART
- DeviceNet

Network ethernet interconnectivity also is available. Contact your Flowserve representative for details.

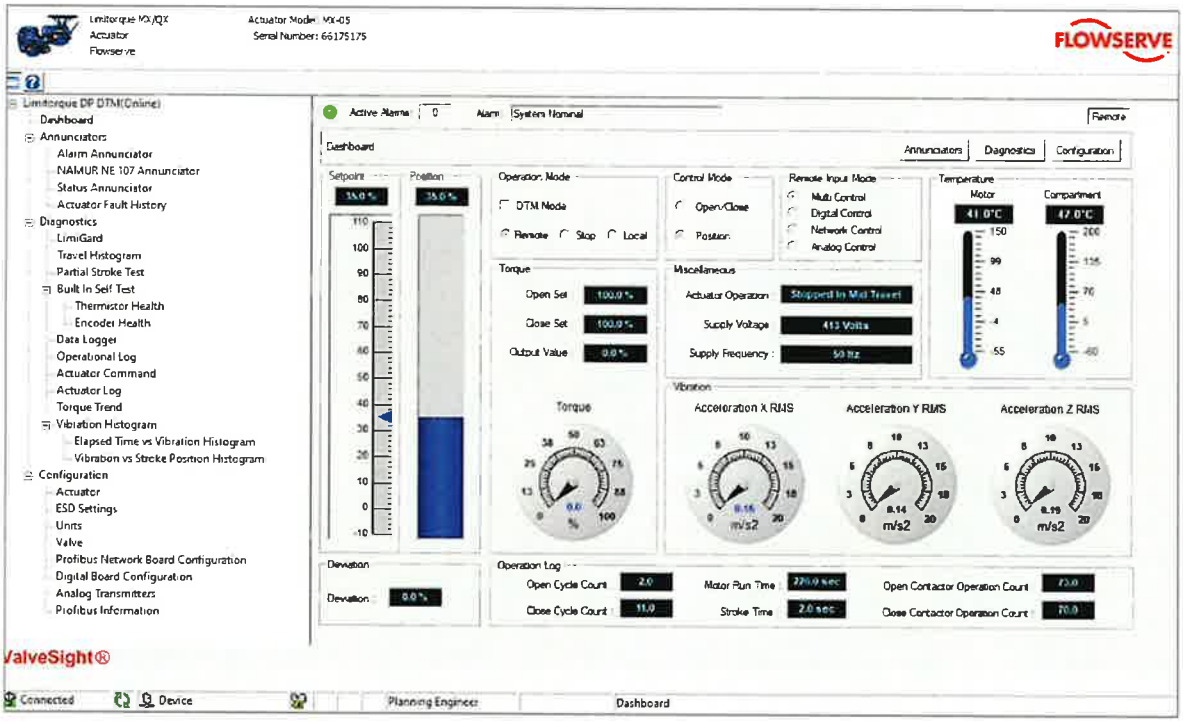
Advanced diagnostic capabilities

The full suite of diagnostics data can now be accessed from MXb and QXb actuators through a new or existing Modbus or Profibus DP network, without having to change any of the existing wiring or set-up, or alter the Ethernet.

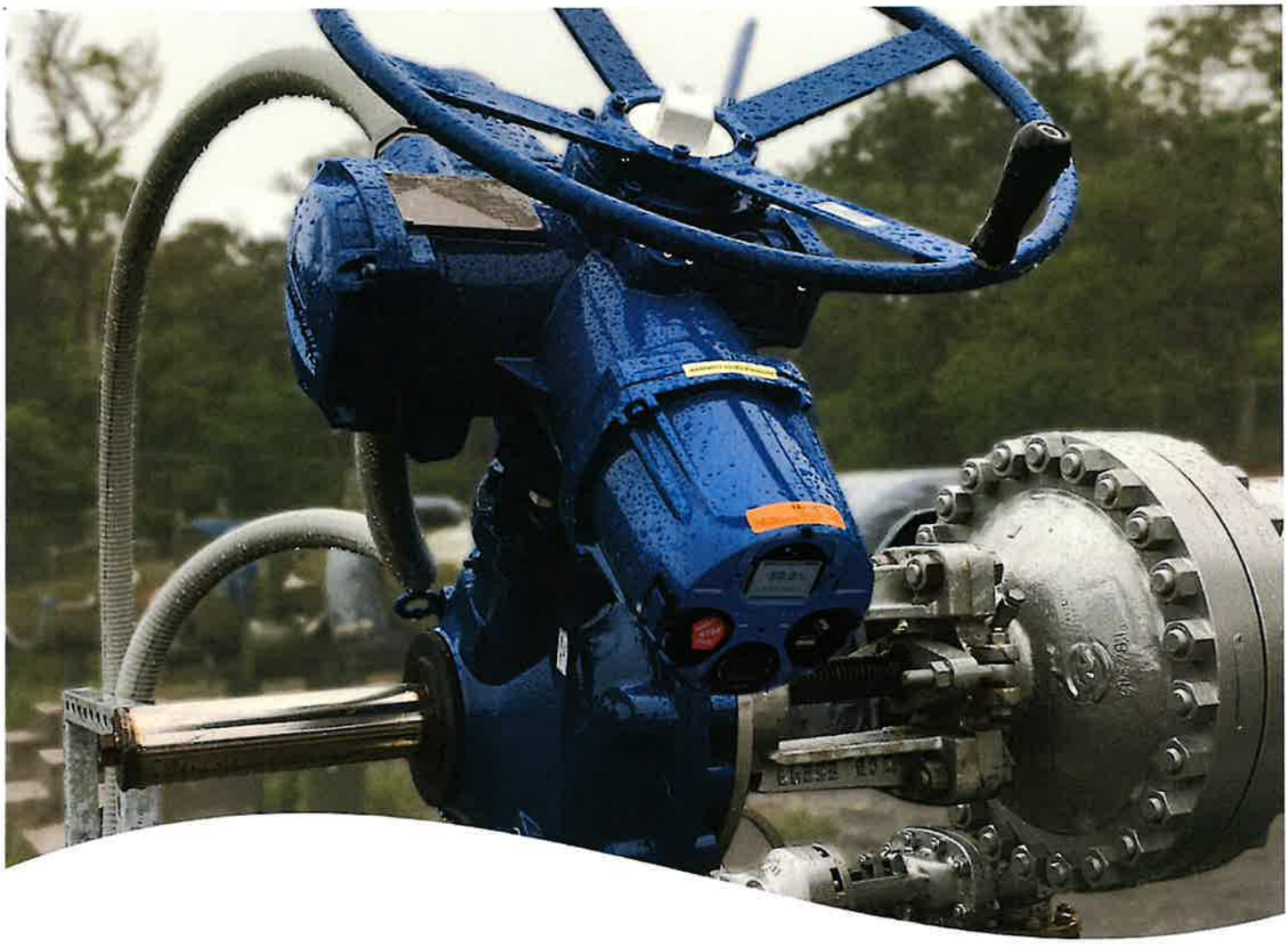
These advanced digital communications for systems operations and diagnostics enable plant operators to have full access to the actuator data remotely, avoiding the need to manually download the data at the actuator to operate flow control systems with efficiency and long-term reliability. Limitorque MX/QXb actuators include built-in-self-test (BIST) and diagnostic software that record and analyze critical operating parameters such as:

- Temperature
- Span of travel vs. time
- Torque
- Valve travel
- Valve cycle counts
- Vibration

Embedded diagnostic features include partial stroke and emergency shutdown tests to enable operators and technicians to better understand equipment conditions to proactively schedule maintenance or repairs.



A Profibus DTM dashboard displays operational data and condition insights available with MXb and QXb smart actuators.



Control with Limitorque Master Station IV

MXb and QXb actuators equipped with a Modbus option card can be controlled via the Limitorque Master Station IV. It includes:

- Network control (up to 250 devices)
- Host interface — Industry-standard Modbus RTU, ASCI, and TCP/IP protocols and control
- TFT touch-screen display for network configuration status
- Configurable polling sequence priority
- Network time protocol for time synchronization of alarms diagnostics data to host device
- Email notifications of alarm conditions
- Downloadable data and event logging
- Independent or two units coupled together for redundant communications (hot-standby)



MXb series performance ratings

Rated output torque by speed and model

Output speed, rpm		Rated output torque, Nm (ft-lb)						
60 Hz	50 Hz	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
18	15	75 (55)	170 (125)	N/A	N/A	N/A	N/A	N/A
26	22	75 (55)	170 (125)	305 (225)	597 (440)	1,153 (850)	2,036 (1,500)	N/A
40	33	75 (55)	170 (125)	305 (225)	597 (440)	1,662 (1,225)	2,307 (1,700)	N/A
52	43	75 (55)	170 (125)	305 (225)	597 (440)	1,561 (1,150)	2,171 (1,600)	N/A
77	65	65 (48)	145 (107)	241 (178)	468 (345)	1,153 (850)	1,628 (1,200)	N/A
100, 131 [1]	84, 110 [1]	53 (39)	121 (89)	201 (148)	388 (286)	814 (600)	1,106 (815)	2,036 (1,500)
155, 170 [1]	127, 143 [1]	56 (41)	121 (89)	190 (140)	353 (260)	611 (450)	882 (650)	1,561 (1,150)
200	165	46 (34)	99 (73)	155 (114)	285 (210)	N/A	N/A	N/A

(1) MXb-85, MXb-140 and MXb-150

Mounting bases and thrust ratings by model

Parameter	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Mounting base (MSS SP-102/ISO 5210)	FA/F10	FA/F10	FA/F14	FA/F14	FA/F16 FA/F25 (optional)	FA/F25	FA/F25
Thrust, kN (lb)	35 (8,000)	66 (15,000)	111 (25,000)	160 (36,000)	222 (50,000)	333 (75,000)	333 (75,000)

Handwheel data by model

Parameter		MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Handwheel type, ratio	Standard	Top-mounted, 1:1	Top-mounted, 1:1	Top-mounted, 1:1	Top-mounted, 1:1	Side-mounted, 16:1	Side-mounted, 16:1	Side-mounted, 16:1
	Optional	N/A	Side-mounted, 8:1	Side-mounted, 12:1	Side-mounted, 24:1	Side-mounted, 48:1	Side-mounted, 48:1	Side-mounted, 48:1
Side-mounted handwheel efficiencies	Standard	N/A	N/A	N/A	N/A	53%	53%	53%
	Optional	N/A	56%	60%	55%	51%	51%	51%

Stem diameter capacity by coupling and model

Coupling type		Maximum stem diameter, mm (in.)						
		MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Type A	A1/A1E (extended nut)	32 (1.26)	40 (1.57)	60 (2.36)	67 (2.64)	88 (3.50)	88 (3.50)	88 (3.50)
*Type B (torque only) [2]	B4	25.4 (1)	30 (1.25)	50 (1.94)	55 (2.2)	70 (2.75)	65 (2.625)	65 (2.625)
	B4E (extended nut)	19 (0.75)	22 (0.91)	41 (1.56)	46 (1.78)	57 (2.25)	57 (2.25)	65 (2.625)
	B1 (fixed bore)	42 (N/A)	42 (N/A)	60 (N/A)	60 (N/A)	N/A (N/A)	N/A (N/A)	N/A (N/A)
	*BL (splined)	6 and 38 splines	6 and 38 splines	6 and 36 splines	6 splines	N/A	N/A	N/A

(2) Maximum bores for Type B may require rectangular keys

Bore and keyway dimensions by coupling type

Dimension	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
B4 maximum bore and key, mm (in.)	Ø25.4, 8 X 7 (Ø1, 1/4 sq)	Ø30, 10 X 8 (Ø1.25, 1/4 sq)	Ø50, 14 X 9 (Ø1.94, 1/2 X 3/8)	Ø55, 16 X 10 (Ø2.2, 1/2 X 3/8)	Ø70, 20 x 12 (Ø2.75, 5/8 x 7/16)	Ø65, 18 x 11 (Ø2.625, 5/8 x 7/16)	Ø65, 18 X 11 (Ø2.625, 5/8 X 7/16)
B4E maximum bore and key, mm (in.)	Ø18, 6 X 6 (Ø0.75, 3/16 sq)	Ø22, 8 X 7 (Ø0.91, 1/4 sq)	Ø41, 12 X 8 (Ø1.56, 3/8 sq)	Ø46, 14 X 9 (Ø1.78, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 x 3/8)

Weights by base

Base type	Weight, kg (lb)						
	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
MXb + B4 base (torque only)	24 (52)	29 (65)	49 (109)	60 (133)	114 (250)	136 (300)	182 (431)
MXb – A1 base (thrust only)	28 (61)	33 (74)	63 (138)	73 (162)	146 (322)[3]	186 (411)[4]	232 (542)[4]
MXb – LB1 linear base	35 (76)	40 (89)	N/A	N/A	N/A	N/A	N/A
MXb + LB2 linear base	N/A	N/A	78.5 (174)	89.5 (198)	N/A	N/A	N/A

(3) MXb-85 with FA/F16 base (4) MXb-140 or MXb-150 with FA/F25 base

QXb series performance ratings

Mounting bases, operating times and torques by model

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Rated seating torque, Nm (ft-lb)	136 (100)	339 (250)	542 (400)	1,017 (750)	2,033 (1,500)
MSS SP-101 Base FA/ISO 5211	FA/F05, 07, 10	FA/F07, 10	FA/F12, 14	FA/F12, 14	FA/F12, 14
Minimum operating time over -10°C (14°F), s	5	8	15	30	60
Maximum operating time, s	20	30	60	120	120
Minimum operating time under -10°C (14°F), s	10	10	30	60	60
Maximum seating torque by limited base, Nm (ft-lb)	No derate	FA/F07 base: 270 (200)	No derate	No derate	FA/F12 base: 1,350 (1,000)

Bore and keyway dimensions by model and base

Dimension	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Maximum diameter bore and square key, in.	FA/F05: Ø0.875, 3/16 sq FA/F07: Ø1.1875, 1/4 sq FA/F10: Ø1.625, 3/8 sq	FA/F07: Ø1.1875, 1/4 sq FA/F10: Ø1.625, 3/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq
Maximum diameter bore and rectangular key, in.	FA/F05: Ø0.875, 1/4 X 3/16 FA/F07: Ø1.25, 1/4 X 3/16 FA/F10: Ø1.75, 3/8 X 1/4	FA/F07: Ø1.25, 1/4 X 3/16 FA/F10: Ø1.75, 3/8 X 1/4	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16
Maximum diameter bore and key, mm	FA/F05: Ø22, 6 sq FA/F07: Ø30, 8 X 7 FA/F10: Ø42, 12 X 8	FA/F07: Ø30, 8 X 7 FA/F10: Ø42, 12 X 8	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11
Maximum square drive, mm (in.)	FA/F05: 19 sq (0.75 sq) FA/F07: 25 sq (1 sq) FA/F10: 35 sq (1.41 sq)	FA/F07: 25 sq (1 sq) FA/F10: 35 sq (1.41 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)
Maximum double 'D' stem, mm (in.)	FA/F05: Ø27 (1.06) FA/F07: Ø36 (1.44) FA/F10: Ø50 (2.00)	FA/F07: Ø36 (1.44) FA/F10: Ø50 (2.00)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)

Handwheel data by model

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Gear ratio, handwheel	200	200	276	276	276
Handwheel efficiency	26%	26%	26%	26%	26%
Handwheel diameter, mm (in.)	76 (3)	76 (3)	190 (7.5)	190 (7.5)	190 (7.5)
Handwheel turns for 90°	50	50	70	70	70
Handwheel shaft hex drive, mm (in.)	16 (0.63)	16 (0.63)	16 (0.63)	16 (0.63)	16 (0.63)

Weights

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Weight, kg (lb)	21 (45)	21 (45)	36.3 (80)	36.3 (80)	36.3 (80)

MXb LB linear drive actuators

A linear base (LB) can be added to MXb actuators to meet the demands of the choke and control valve markets. Two sizes, LB1 and LB2, are available to handle thrust up to 109 kN (25,000 lb).



Type LB1

Linear base advantages

The easily assembled mechanical base converts actuator torque to linear thrust. The standard A1 base is used to accept the valve thrust component, and both the LB and A1 bases are available with ISO flanges.

LB1 and LB2 bases can be ordered with the optional "EN" base for stem protection to EN 15714, Electric Actuators for Industrial Valves requirements. They are also ATEX 94/9/EC compliant.

MXb units with linear base (LB1)

FA/F10 mounting base and a maximum stroke of 121 mm (4.77 in.)

Actuator model	Seating/unseating thrust		Modulating thrust		50 Hz linear speed		60 Hz linear speed	
	kN	lb	kN	lb	mm/s	in./min	mm/s	in./s
MXb-05	16	3,561	6	1,424	10.62	25.05	12.80	30.18
MXb-05	18	4,080	3	653	2.49	5.87	3.00	7.07
MXb-05	18	4,080	3	653	3.57	8.42	4.30	10.14
MXb-05	18	4,080	7	1,632	5.56	13.11	6.70	15.80
MXb-05	18	4,080	7	1,632	7.22	17.03	8.70	20.51
MXb-05	19	4,351	8	1,740	4.23	9.98	5.11	12.03
MXb-05	22	4,986	4	798	1.00	2.35	1.20	2.83
MXb-05	22	4,986	4	798	1.41	3.33	1.70	4.01
MXb-05	22	4,986	9	1,994	2.24	5.28	2.70	6.37
MXb-05	22	4,986	9	1,994	2.91	6.85	3.50	8.25
MXb-10	35	7,938	14	3,175	10.62	25.05	12.80	30.18
MXb-10	41	9,273	7	1,484	2.49	5.87	3.00	7.07
MXb-10	41	9,273	7	1,484	3.57	8.42	4.30	10.14
MXb-10	41	9,273	16	3,709	5.56	13.11	6.70	15.80
MXb-10	41	9,273	16	3,709	7.22	17.03	8.70	20.51
MXb-10	43	9,700	17	3,880	4.23	9.98	5.11	12.03
MXb-10	50	11,332	8	1,813	1.00	2.35	1.20	2.83
MXb-10	50	11,332	8	1,813	1.41	3.33	1.70	4.01
MXb-10	50	11,332	20	4,533	2.24	5.28	2.70	6.37
MXb-10	50	11,332	20	4,533	2.91	6.85	3.50	8.25

MXb units with linear base (LB2)

FA/F14 mounting base and a maximum stroke of 121 mm (4.77 in.)

Actuator model	Seating/unseating thrust		Modulating thrust		50 Hz linear speed		60 Hz linear speed	
	kN	lb	kN	lb	mm/s	in./min	mm/s	in./s
MXb-20	40	8,900	16	3,560	8.55	20.16	10.30	24.29
MXb-20	44	9,883	18	3,953	3.24	7.63	3.90	9.20
MXb-20	50	11,250	8	1,800	2.91	6.85	3.50	8.25
MXb-20	50	11,250	20	4,500	4.40	10.37	5.30	12.50
MXb-20	50	11,250	20	4,500	5.73	13.50	6.90	16.27
MXb-20	56	12,493	9	1,999	1.08	2.54	1.30	3.07
MXb-20	56	12,493	22	4,997	1.66	3.91	2.00	4.72
MXb-20	56	12,493	22	4,997	2.16	5.09	2.60	6.13
MXb-40	77	17,250	31	6,900	8.55	20.16	10.30	24.29
MXb-40	85	19,156	34	7,662	3.24	7.63	3.90	9.20
MXb-40	98	22,000	16	3,520	2.91	6.85	3.50	8.25
MXb-40	98	22,000	39	8,800	4.40	10.37	5.30	12.50
MXb-40	98	22,000	39	8,800	5.73	13.50	6.90	16.27
MXb-40	109	24,431	17	3,909	1.08	2.54	1.30	3.07
MXb-40	109	24,431	43	9,772	1.66	3.91	2.00	4.72
MXb-40	109	24,431	43	9,772	2.16	5.09	2.60	6.13

Charts shown with LB thrusts and actuator torques calculated at a modulating rate of 100 starts per hour.

Contact factory for other modulating rates up to 1,800 starts per hour.

QXMb multi-turn or QXMb LB linear actuators

The industry-leading features of the QXb quarter-turn actuator are available in a limited multi-turn version, the QXMb smart electric actuator. It's designed for short-stroke, light-torque, rising stem valve applications such as choke or control valves.

The QXMb absolute encoder employs system-on-chip technology using a contactless magnet that excites Hall effect devices. This provides redundant, 12-bit resolution over 20 turns, resulting in a resolution of 2.2°.

A linear base (LB) also can be added to QXMb actuators to convert actuator torque to linear thrust. The QXMb actuator fitted with the A1 and LB1 bases will meet the majority of requirements for smaller choke and control valves.

Technical specifications

The QXMb actuator is available for up to 20 turns with increased speed ranges from 2 to 24 rpm. When combined with faster speeds, torque ranges are consistent with the speeds required for limited linear travel. Additional features and options include:

- Available with an **"H" high-torque motor or "L" low-torque motor** to offer a broad torque and speed range from 24 Nm (18 ft-lb) to an industry-leading 337 Nm (250 ft-lb)
- The motors have **H class insulation** as standard and are rated to IEC 34 as S2-15min at 40%.
- An **A1 base** can be attached to the QXMb actuator for travel up to 70 mm (2.76 in.).

Actuator model	Speed, rpm	Torque		Time to close, s	
		Nm	(ft-lb)	6.5 turns	20 turns
QXMb-1	3	136	100	130	400
QXMb-2	2	339	250	195	600
QXMb-1/L	6	61	45	65	200
QXMb-1/L	12	65	48	33	100
QXMb-1/L	18	45	33	22	67
QXMb-1/L	24	30	22	16	50
QXMb-1/H	6	122	90	65	200
QXMb-1/H	12	106	78	33	100
QXMb-1/H	18	75	55	22	67
QXMb-1/H	24	52	38	16	50

QXMb units with linear base (LB1)

FA/F10 mounting base

Actuator model	Speed, rpm	Stem/pitch, mm	Thrust (on-off/modulating)		Rate of travel (50/60 Hz)		Max. travel	
			kN	lb	mm/s	in./min	mm	in.
QXMb-1	3	32x4	40	9,065	0.2	0.47	26	1.02
QXMb-1	3	32x10	33	7,418	0.5	1.18	65	2.6
QXMb-1/L	6	32x4	14	3,173	0.4	0.94	26	1.02
QXMb-1/L	6	32x10	12	2,596	1	2.36	65	2.6
QXMb-1/L	12	32x4	12	2,720	0.8	1.89	76	3
QXMb-1/L	12	32x10	10	2,226	2	4.72	76	3
QXMb-1/L	18	32x4	8	1,813	1.2	2.83	76	3
QXMb-1/L	18	32x10	7	1,484	3	7.07	76	3
QXMb-1/L	24	32x4	3	725	1.6	3.77	76	3
QXMb-1/L	24	32x10	3	593	4	9.43	76	3
QXMb-1/H	6	32x4	14	3,173	0.4	0.94	26	1.02
QXMb-1/H	6	32x10	12	2,596	1	2.36	65	2.6
QXMb-1/H	12	32x4	12	2,720	0.8	1.89	76	3
QXMb-1/H	12	32x10	10	2,226	2	4.72	76	3
QXMb-1/H	18	32x4	8	1,813	1.2	2.83	76	3
QXMb-1/H	18	32x10	7	1,484	3	7.07	76	3
QXMb-1/H	24	32x4	3	725	1.6	3.77	76	3
QXMb-1/H	24	32x10	3	593	4	9.43	76	3

Couplings

MXb

Thrust drive couplings

- **Type A1** – Alloy bronze (thrust)
- **Type A1E** – Extended bronze nut
- **Type LB linear bases** – Type LB1 for control and choke valve applications (see pages 28 and 29 for more information)

Torque-only drive couplings

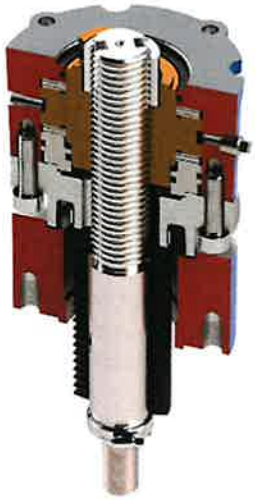
- **Type B4** – Standard steel bushing
- **Type B4E** – Extended steel bushing
- **Type B1** – Large fixed-bore keyway steel bushing (ISO 5210)
- **Type BL** – Splined steel bushing for rising rotating stem valves



Type A1



Type A1E



Type LB1



Type B1



Type B4



Type B4E



Type BL

QXb

Thrust drive couplings

Type A1 – Alloy bronze (thrust)

Type A1E – Extended bronze nut

Torque-only drive couplings

Type B4 – Standard steel bushing

Type B4E – Extended steel bushing



Type A1



Type A1E



Type B4



Type B4E

Technical details

Components and controls

MXb and QXb actuators are designed for the operation of on-off and modulating valves. They may include the following components and controls:

- Absolute encoder
- Electronic control
- Electronic torque sensor
- Handwheel for manual operation
- LCD screen with 240x160 pixel resolution
- Local control switches
- Protection and monitoring package
- Reversing motor contactor
- Three-phase electric motor (MXb)
  - Brushless DC motor (QXb)Valve interface bushing
- Worm gear reduction

Everything is contained in an enclosure sealed to NEMA 4, 4X, 6 and IP68. XP enclosures can also be provided when required.

All MXb and QXb actuators comply with applicable European Directives and exhibit the CE and UK CA marks.

Power transmission and lubrication

All mechanical gearing components are bearing supported, and final drive (output) consists of a hardened alloy steel worm and alloy worm gear.

All gears are immersed in an oil bath lubricated with a synthetic oil designed specifically for extreme pressure and worm gear transmission service. Special lubricants are available for operation in temperatures below -30°C (-22°F).

Lubrication and temperature range	Synthetic brand
Standard lubrication: -30°C to 70°C (-22°F to 158°F)	Mobile SHC 323
Optional food-grade lubrication: -30°C to 70°C (-22°F to 158°F)	Dow Molykote

Motors

MXb — three-phase ACV: The MXb actuator's motor is a three-phase squirrel cage design that is specifically made for the MXb actuator. It complies with EN15714-2 (ISO 22153) and IEC 34, S2-15min (as standard) duty cycle at a rate of 60 starts per hour at a rate up to 600 starts per hour at 30% of rated torque.

QXb — brushless DC motor: The QXb motor is unique to quarter-turn electronic valve actuators. It is a brushless DC motor specifically designed for QX series actuators and complies with IEC 34, S2-15min duty cycle at 40% of rated torque.

Both MXb and QXb motors are true bolt-on designs with a quick-disconnect plug that can be changed rapidly without sacrificing motor leads. They are equipped with a solid-state motor thermistor to prevent damage due to temperature overloads.

On-off modulating options
• All MXb units: Standard insulation class is F to IEC 34. All QXb units: Standard insulation class is H to IEC 34. S4-50% for stated operating times is 100 to 600 starts per hour.
• For MXb units with SSMR and all QXb units: 600 to 1,200 starts per hour; IEC 34, S4-50% is 1,200 starts per hour.

Motor voltages

The MXb and QXb actuator motors permit a global range of voltages. They can be built to operate at any one of the following voltages:

Product	Phase/frequency	Application voltage
MXb	Three-phase, 60 Hz	208, 220, 230, 240. 380, 440, 460, 480, 575
	Three-phase, 50 Hz	380, 400, 415, 440
QXb	VDC	24 to 48
	Single-phase, 60 Hz	110, 115, 120, 240
	Single-phase, 50 Hz	220 to 250
	Three-phase, 60 Hz	208, 220, 230, 240, 380, 440, 460, 480, 550, 575, 600
	Three-phase, 50 Hz	220, 380, 400, 415, 440, 525

Technical details (continued)

Electronic control modules

Non-intrusive

MXb and QXb actuators are non-intrusive, which means that all set-up and configuration is possible without removing any covers and without the use of any special tools.

Set-up is performed in clear text languages; no icons are used. It's also performed through its 2D menu structure, easy-to-use navigation via the use of the rotary menu knob for up and down movements, and the black open/close switch for selection, forward or backward movements through the menus.

Double-sealed terminal compartment and terminal block

All customer connections are located in a terminal chamber that is separately sealed from all other actuator components, via O-ring double sealing. Site wiring doesn't expose actuator components to the environment. The internal sealing within the terminal chamber is compliant with NEMA 4, 6 and IP68 to a minimum of 96 hours at 15 m.

Connections can be installed without power and still provide anti-condensation properties instead of relying on a heater to prevent condensation, which requires power, even during early installation.

The terminal block includes screw-type terminals: three for power and 54 for control. Customer connections are made via conduits located in the terminal housing.

Model	Three standard conduit openings (NPT threads standard)
MXb	(2) – 1.25 in. NPT (standard) (1) – 1.5 in. NPT (standard) (1) – 1.0 in. NPT (optional)
QXb	(3) – 1.00 in. NPT (standard) (1) – 1.25 in. NPT (optional)

Note: Certified metric conduit adapters are available upon request.

Controls

MXb contactor and QXb solid-state controls include power and logic circuit boards and a motor controller that performs as the motor reverser, all mounted to a steel plate and attached in the control compartment with captive screws.

All internal wiring is flame-resistant, rated to 105°C (221°F), and UL/CSA listed.

The controls are housed in the actuator control panel (ACP) cover, and the logic module uses solid-state Hall effect devices for local communication and configuration.

A 240x160 pixel resolution LCD is included to display valve position from 0 to 100% Open along with the current actuator status.

- Red and green reversible LEDs are included to signal 'Opened' and 'Closed'.
- A yellow LED indicates "Valve Moving".
- A blue LED shines when the Bluetooth feature is recognized by an external Bluetooth LE-enabled device.
- A white LED turns on for "Overtorque Fault" or "Torque Seated".

A lockable "Local-Stop-Remote" switch and an "Open-Close" switch are included for local valve actuator control.

Using the rotary knobs and LCD screen, MXb and QXb actuators are configurable in 11 languages: Bahasa Indonesia, English, French, German, Italian, Katakana, Mandarin, Portuguese, Russian, Spanish and Turkish.



Status (S) contacts for remote indication

Four latching status contacts rated 250 VAC, 5A and 30 VDC, 5A are provided for remote indication of valve position, configured as 1-N/O and 1-N/C for both the open and closed positions.

The contacts may be configured in any of the selections depicted in the "Actuator Status Message" column.

"S" contact AC	"S" contact DC
5 Amps @ 250 VAC	5A @ 30 VDC

Note: The contacts are rated 5.0 A at 250 VAC, 30 VDC. The total combined current through all four status contacts must not exceed 8 A.



Actuator status message	Function
"Closed"	Valve closed "(0% OPEN)"
"Opened"	Valve open "(100% OPEN)"
"Closing"	Valve closing
"Opening"	Valve opening
"Stopped"	Valve stopped in mid-travel
"Valve Moving"	Either direction
"Local Selected"	Red selector knob in "LOCAL"
"Motor Overtemp"	Thermistor range exceeded
"Overtorque"	Torque exceeded in mid-travel
"Manual Override"	Actuator moved by handwheel
"Valve Jammed"	Valve can't move
"Close Torque SW"	Torque switch trip at "CLOSED"
"Open Torque SW"	Torque switch trip at "OPEN"
"Local Stop/Off"	Red selector knob at "STOP"
"Lost Phase"	One or more of the incoming supply lost
"ESD Signal"	Signal active
"Close Inhibit"	Close inhibit signal active
"Open Inhibit"	Open inhibit signal active
"Analog IP Lost"	4–20 mA not present
"Remote Selected"	Red selector in "REMOTE"
"Hardware Failure"	Indication
"Network Controlled"	Permits relay control via DDC, FF, or other network driver
"Function"	LimiGuard circuit protection activated
"Mid-Travel"	Valve position, 1 to 99% open
"CSE Control"	CSE station in LOCAL or STOP and controls actuator
"PS Active"	Partial stroke test in operation
"PS Passed"	PS test complete and successful
"PS Failed Target"	PS test did not achieve target value
"PS Failed Returns"	PS test did not return to start position
"PS"	Partial stroke, active if "PS" configured
"Run Load Alarm"	Single phase only
"DPTS Open"	Open torque switch trip (open torque seat or open overtorque)
"DPTS Close"	Close torque switch trip (close torque seat or close overtorque)



Technical details (continued)

Monitor relay for remote indication

A standard monitor relay trips when the MXb or QXb actuator is not available for remote operation. Both N/O and N/C contacts are included, rated 250 VAC, 5 A and 30 VDC, 5 A.

The monitor relay is hard-set for lost phase, valve jammed and motor overheating, but can be additionally configured for local knob movement, over-torque, inhibits active or ESD active.

A yellow LED blinks when the monitor relay is active. An operator can disable the monitor relay.

Monitor relay AC	Monitor relay DC
5A @ 250 VAC (resistive)	5A @ 30 VDC (resistive)

Remote control

Discrete remote control (user supplied) may be configured as two, three or four wires for Open-Stop-Close control.

Remote control functions may be powered by external 24 VDC, 110 VAC, or the actuator's internal 24 VDC supply or optional 110 VAC supply. The internal supplies are protected against over-current and short-circuit faults and utilize optical isolation to minimize electromagnetic interference.

Discrete control provides isolated commons for up to three selections.

Signal threshold for voltage values	Maximum load
5.0 VAC/VDC maximum 'OFF'	24 VDC + 2 mA
19.2 VAC/VDC minimum 'ON'	110 VAC + 10 mA

Speed control

MXb and QXb actuators permit operational speeds in either Open and Closed directions to be set independently. They also have an industry-leading span for the optional two-speed timer.

MXb speed control

Two-speed timer span "on" pulse	Two-speed timer span "off" pulse
1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)

QXb speed control

Model	Speed (open to close)		Two-speed timer span	
	min.	max.	"On" pulse	"Off" pulse
QXb-1	5 s	20 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-2	8 s	30 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-3	15 s	60 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-4	30 s	120 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-5	60 s	120 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)

Software

Limitorque LimiGard

A dedicated circuit to prevent undesired valve operation in the event of an internal circuit fault or erratic command signal is included as standard on each MXb and QXb actuator.

- A single-point failure will not result in erratic actuator movement nor will an open or short circuit in the internal circuit board logic energize the motor controller.
- The command inputs are optically coupled and require a valid signal pulse width from at least 250 to 350 ms to either turn on or off.
- In the event of an internal circuit fault, an alarm is signaled by tripping the monitor relay and through LCD indication.
- The control module also includes an auto reversal delay to inhibit high-current surges caused by rapid motor reversals.

Phase detection and correction (three-phase)

A phase correction circuit is included to correct motor rotation faults caused by incorrect site wiring or phase switching in the event of a power outage.

- The phase correction circuit also detects the loss of a phase and disables operation to prevent motor damage.
- The monitor relay will trip and an error message is displayed on the LCD screen when loss of phase occurs.

Multi-mode remote control

The MXb and QXb actuators are the first smart actuators that can be configured for multi-mode remote control, which permits discrete wiring for:

- Two, three or four wires, or network (Fieldbuses) for Open-Stop-Close control
- Response to the last signal received

The actuators can also distinguish analog control for modulating applications.

Emergency shutdown (ESD)

The emergency shutdown (ESD) has up to three configurable inputs for ESD. The ESD signal(s) can be selected to override any existing signal in order to actuate the valve to its configured emergency position. Provision for an isolated common is standard.

Inhibits

The MXb and QXb actuators have standard provisions for inhibit movement and also contain up to three configurable inputs. Provision for an isolated common is also standard.

Valve and actuator position sensing

Valve position is sensed by an 18-bit, optical, absolute position encoder with redundant position-sensing circuits designed for BIST.

The BIST feature discerns which failures will signal a warning only and which require a warning plus safe shutdown of the MXb or QXb actuator.

Open and closed positions are stored in permanent, non-volatile memory. The encoder measures valve position at all times, including both motor and handwheel operation, with or without power present, and without the use of a battery.

- The absolute encoder is capable of resolving ±7° of output shaft position over 10,000 output drive rotations.
- This design permits continuous monitoring of valve position during motor and handwheel operation.
- The encoder is 100% repeatable and requires no backup power source for operation.
- Output is used to control the open and closed valve positions and measure and report valve position, as well as provide local and remote position feedback.
- Positioning accuracy is better than 99% for valves requiring 50 or more turns.



QXb

Technical details (continued)

Exterior corrosion protection

As standard, MXb and QXb actuators are coated with a high-durability polyester powder coat designed for exterior exposure, providing excellent gloss retention and resistance to color change. Optional coatings that are suitable for exposure to an ASTM B117 salt spray test for 2,000 hours are available.

Manual operation

A metal handwheel and declutch lever provide for manual operation. Changing from motor to manual operation is accomplished by engaging the declutch lever. Energizing the motor returns the MXb or QXb actuator to motor operation.

- The lever can be padlocked in either motor or manual operation.
- Optional configurations for handwheels are available.



MXb

Factory testing

Every MXb or QXb actuator is factory tested to verify rated:

- Control power supply
- Customer inputs and outputs
- Direction of rotation
- Handwheel operation
- LCD and LED operations
- Local control
- Microprocessor checks
- Motor current and thermistor
- Output speed and torque
- Position-sensor checks
- Valve jammed function

Design life and endurance testing

- AWWA C542-16 – "Electric Motor Actuators for Valves and Slide Gates" – 5,000 cycles with confirmation of specified torque and position accuracy.
- Design life – One million drive sleeve turns under normal operating conditions and approved ambient working environments.
- Endurance – 50 million collective drive sleeve turns of endurance testing were performed for proof of design.

Optional features

Analog position transmitter

A non-contacting, internally powered, electrically isolated position transmitter can be included with the MXb or QXb actuator to provide a 4-20 mA or 0 to 10 VDC signal that is proportional to the valve's position.

Voltages or currents for APT/ATT	Maximum/minimum external load — APT/ATT
4-20 mA	470 ohms—99.9% accuracy 750 ohms for 99% accuracy
0 to 10 VDC	1,000 ohms minimum—99.9% accuracy 2,700 ohms minimum—99% accuracy

Analog torque transmitter

A non-contacting, internally powered, electrically isolated torque transmitter can be included to provide a 4-20 mA or 0 to 10 VDC signal that is proportional to rated output torque.

Modutronic option

A controller that alters valve position in proportion to a 4-20 mA analog command signal can be ordered with the MXb or QXb actuator.

- Positioning is accomplished by comparing the command signal to a non-contacting internal position feedback.
- An automatic pulsing feature to prevent overshoot at the setpoint is included.
- Proportional bands, deadband, signal polarity, motion inhibits time and fail are adjustable using the local control mode of configuration.
- Deadband is adjustable to +/- 0.5% full span.

Voltages or currents for modulation	Input impedance/ capacitance
4-20 mA	470 ohms—99.9% accuracy 750 ohms for 99% accuracy
0 to 10 VDC	1,000 ohms minimum—99.9% accuracy 2,700 ohms minimum—99% accuracy

Relays for status and alarms

Up to four additional latching output contacts rated 250 VAC/30 VDC, 5 A and configurable to represent any actuator status in either N/O or N/C state are available. The contacts are rated 5.0 A at 250 VAC, 30 VDC. The total combined current through all four status contacts must not exceed 8 A.

"R" contact and AC ratings	"R" contact and DC ratings
5.0 Amps @ 250 VAC	5A @ 30 VDC (resistive)

Global certifications

Weather-proof, submersion and corrosion ratings

Model	Weather-proof/submersion		Optional corrosion resistance	
	Enclosure rating	Rating	Certification	Rating
MXb	IEC 60529 Protection Code IP66, IP68	IP68: 15 m for 96 hours	C5-m optional	2,000 hours to ASTM B117-16
	USA and Canada, NEMA 3, 4, 6	NEMA 6: 20 ft for 24 hours		
QXb	IEC 60529 Protection Code IP66, IP68	IP68: 15 m for 96 hours	C5-m optional	2,000 hours to ASTM B117-16
	USA and Canada, NEMA 3, 4, 6	NEMA 6: 20 ft for 24 hours		

Standard hazardous global certifications

Model	Certification mark	XP classification	Enclosure	Temperature rating	
				Standard	Low ambient
MXb	FM (U.S.)	Class I Division 1 Groups C & D T4 Class II Division 1 Groups F & G T4	Type 3, 4, 4X, 6 IP66 IP68	-30°C ≤ T_{AMB} ≤ 65°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T4 Class II Division 1 Groups E, F & G T4			N/A
	IECEx	Ex db IIB T4	IP66 IP68	-20°C ≤ T_{AMB} ≤ 65°C	-60°C ≤ T_{AMB} ≤ 40°C
		Ex db IIB or IIC T4			N/A
		Ex db eb IIB or IIC T4			N/A
	ATEX	II 2 G Ex db h IIB T4 Gb	IP66 IP68	-20°C ≤ T_{AMB} ≤ 65°C	-60°C ≤ T_{AMB} ≤ 40°C
		II 2 G Ex db h IIB or IIC T6 Gb			N/A
		II 2 G Ex db eb h IIB or IIC T6 Gb			N/A
QXb	FM (U.S.)	Class I Division 1 Groups C & D T6 Class II Division 1 Groups F & G T6	Type 3, 4, 4X IP66 IP68	-30°C ≤ T_{AMB} ≤ 70°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T6 Class II Division 1 Groups E, F & G T6			N/A
	FM (Canada)	Class I Division 1 Groups C & D T6 Class II Division 1 Groups F & G T6	Type 3, 4, 4X, 6 IP66 IP68	-30°C ≤ T_{AMB} ≤ 70°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T6 Class II Division 1 Groups E, F & G T6			N/A
	IECEx	Ex db IIB T6	IP66 IP68	-20°C ≤ T_{AMB} ≤ 70°C	-55°C ≤ T_{AMB} ≤ 40°C
		Ex db IIB or IIC T6			N/A
		Ex db eb IIB or IIC T6			N/A
	ATEX	II 2 G Ex db h IIB T6 Gb	IP66 IP68	-20°C ≤ T_{AMB} ≤ 70°C	-55°C ≤ T_{AMB} ≤ 40°C
		II 2 G Ex db h IIB or IIC T6 Gb			N/A
		II 2 G Ex db eb h IIB or IIC T6 Gb			N/A

Note: Consult factory for additional global certifications.

European directives

All MXb and QXb actuator designs have been tested to comply with pertinent EU Directives and are shipped with the Declaration of Conformity listed in the Regulatory Section of VAIOM000071 and AIIOM000517.

Vibration and seismic ratings

MXb/QXb actuators comply with EN 60068-2, MIL-STD-167-1A, and IEEE standard 344-2013.

	Vibration levels (Actuator functions after event)	Seismic levels (Actuator functions after event)
MXb	5 to 100 Hz sine sweeps, 0.75g 3 axes; 100 to 500 Hz, 1g 3 axes	sine sweeps, 3 axes, (Hz/G): 1/0.5, 2-5/1
	25 Hz 2g, 40 to 200 Hz 3g, sine dwell, 3 axes	sine dwell, 3 axes, (Hz/G): 2/2, 2.5 to 35/3
QXb	5 to 500 Hz sine sweeps, 2g 3 axes	sine sweeps, 3 axes, (Hz/G): 1/0.4, 1 to 2/0.4 to 0.8, 2 to 5/0.8 to 2, 5 to 50/2
	25 Hz 2g, 40 to 200 Hz 3g, sine dwell, 3 axes	sine dwell, 3 axes, (Hz/G): 2/1.4, 2.5/2.3, 3.5/3.2, 4/4, 5-35/5
		sine beats (Hz/g): 3.5/4.7, 4/5.4, 5/6.4, 6.3/8.2, 8 to 35/10

Emissions and immunity standards

Three-phase/single-phase ACV or DCV actuators comply with all pertinent requirements of Class A service categories listed below.

Test	Port	EN 301 489-1 V2.2.0 (2017), EN 301 489-17 V3.1.1 (2016-11) and EN 61326-1:2013		
		Method	Level	
Radiated emissions	Enclosure (3 m [10 ft])	EN 55032: 2012, AC:2013 EN 55011:2015, A1:2016 EN 55011:2009, A1:2010 CFR47 Part 15	30 to 230 MHz	50 dB µV/m (quasi-pk)
			230 MHz to 1 GHz	57 dB µV/m (quasi-pk)
			1 to 3 GHz	56 dB µV/m (average)
			3 to 6 GHz	60 dB µV/m (average)
Conducted emissions	AC power	EN 55032:2015 EN 55011:2009, A1:2010 CFR47 Part 15	0.15 to 0.5 MHz	79 dB µV (quasi-pk)
				66 dB µV (average)
			0.5 to 30 MHz	73 dB µV (quasi-pk)
				60 dB µV (average)
Electrostatic discharge	Enclosure	EN 61000-4-2:2009	Contact: Direct	±1 kV, ±2 kV, ±4 kV
			Air	±2 kV, ±4 kV, ±8 kV
	HCP/VCP		Contact: Indirect	±1 kV, ±2 kV, ±4 kV
Radiated RF susceptibility	Enclosure vertical and horizontal (window side only)	EN 61000-4-3:2006, A1:2008, A2:2010	80 MHz to 1.0 GHz	10 Vrms/m @ 80% AM, 1 kHz
			1.0 to 6.0 GHz	3 Vrms/m @ 80% AM, 1 kHz
Electrical fast transient/burst	AC power	EN 61000-4-4:2004, A1:2010	CDN injection	±2 kV (5/50 ns @ 5 kHz)
	DC power, I/O		Clamp injection	±1 kV (5/50 ns @ 5 kHz)
Voltage surge	AC power	EN 61000-4-5:2006	Differential mode	±1 kV @ 1.2/50 µs (line-line)
			Common mode	±2 kV @ 1.2/50 µs (line-ground)
	DC power, I/O		Common mode	±1 kV @ 1.2/50 µs (line-ground)
Conducted RF susceptibility	AC/DC power, I/O	EN 61000-4-6:2009	150 kHz to 80 MHz	3 Vrms @ 80% AM, 1 kHz (20 mA max)
Magnetic immunity	Enclosure	EN 61000-4-8:2008	Three mounting axes: X, Y, Z 60 s dwells and 60 s pulsed	30 A/m @ 50 Hz
				30 A/m @ 60 Hz
Voltage dips and interrupts	AC power	EN 61000-4-11:2004	3x dips @ 10 s interval 50 Hz	100% dip for 1 cycle
				100% dip for 0.5 cycle
				60% dip for 10 cycles (200 ms)
				30% dip for 25 cycles (500 ms)
				100% interrupt 250 cycles (5 s)

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File #: RES-2026-39 Agenda Item #: 6k.

Submitted By: Aubrey Hale

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Resolution 2026-39 to allow public use on certain municipally owned properties to accommodate the recycling drop-off program

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City of Ocala will transition from curbside recycling collection on July 6, 2026, to a citywide drop-off recycling program. The transition follows City Council approval on February 3, 2026, as part of the City's broader effort to manage increasing operational expenses and reduce the financial impact of sanitation rate adjustments on residents. The City Council held a workshop on May 12, 2026, to receive an update on the recycling program.

The City of Ocala's Land Development Regulations allow any lawful government or related us in the G-U Zoning Districts, provided that they are compatible with surrounding uses. Six of the proposed recycling drop-off locations are on property zoned G-U and are therefore compliant with this requirement.

Additionally, Council may permit the location of public buildings or uses in any zoning district following compliance with the notice and public hearing requirements of Section 122-259, Code of Ordinances, City of Ocala.

Two of the proposed recycling drop-off locations are on property zoned other than G-U and therefore may be approved by Council following compliance with the notice and public hearing requirements of Section 122-259.

- Parcel 3030-004-005 is located at the intersection of SE 31st Street and SE Fifth Terrace with R-3, Multi-family zoning. The City acquired the property in August 2010, and no use has been made of it since. This location will serve the southeast Ocala area.

- Parcel 26359-000-00 is located at the intersection of NE Eighth Avenue and NE 14th Street with B-1, Neighborhood Business zoning. This property was previously used as a recycling location, but ceased when the City began providing single-stream recycling services. This location will serve the City's central core and portions of northeast Ocala.

FINDINGS AND CONCLUSIONS:

To allow this use on the parcels, public notice and a public hearing before the Planning & Zoning Commission, with a recommendation to the City Council, are required to comply with the City's land development regulations. The City has issued a public notice as part of the posting of the Planning & Zoning Commission agenda. It will present the Commission's recommendation to the City Council.

The transition to a drop-off recycling model allows the City to continue offering residents a recycling option while balancing service delivery with long-term fiscal responsibility. Transitioning from curbside recycling collection offsets costs that would otherwise add approximately $4.96 per month to residential sanitation rates. Single-stream curbside recycling has faced ongoing contamination challenges due to non-recyclable materials placed in recycling carts. Contaminated recycling increases processing costs, reduces operational efficiency, and makes the curbside program increasingly difficult to sustain cost-effectively.

Residents will be able to continue recycling at the following City drop-off locations:

- Mary Sue Rich Community Center
- Croskey Center / Martin Luther King Jr. Recreation Complex
- Ocala Regional Sportsplex
- Polly Palmer Park
- West of Fire Station No. 5 off of NE 24th Street
- NE Eighth Avenue and NE 14th Street
- Jervey Gantt Park
- SE 31st Street and SE Fifth Terrace

Residents currently participating in curbside recycling will not need to take any immediate action. Existing recycling carts will automatically convert to garbage carts on July 6 unless a resident requests removal of the cart.

City code allows up to two garbage carts per household. Residents who currently have two garbage carts plus a recycling cart will have their recycling cart removed automatically; no action is required.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:
This resolution will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-39

TO ALLOW PUBLIC USE ON CERTAIN MUNICIPALLY OWNED PROPERTIES TO ACCOMMODATE THE RECYCLING DROP-OFF PROGRAM

WHEREAS, the City of Ocala will transition from curbside recycling collection on July 6, 2026, to a citywide drop-off recycling program;

WHEREAS, the transition follows City Council approval on Feb. 3, 2026, as part of the City's broader effort to manage increasing operational expenses and reduce the financial impact of sanitation rate adjustments on residents;

WHEREAS, the City Council held a workshop on May 12, 2026, to receive an update on the recycling program;

WHEREAS, City Council authorized the development of eight recycling drop-off sites throughout the City of Ocala, Florida; and

WHEREAS, two of said eight recycling drop-off sites are located on parcels of real property which are not currently zoned Governmental Use (G-U); and

WHEREAS, in accordance with the requirements of Section 122-259, *Code of Ordinances, City of Ocala, Florida*, following public notice and a public hearing held before the Planning and Zoning Commission, at which the Planning and Zoning Commission recommended approval with a five to zero vote, City Council now desires to approve the location of solid waste collection sites (public buildings and/or uses) on the two aforementioned parcels of real property not currently zoned Governmental Use (G-U) and further identified by Marion County Property Appraiser Parcel Identification Numbers 3030-004-005 and 26359-000-00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

1. The City of Ocala does hereby allow the public use in zoning districts other than G-U, Governmental Use zoning for properties located in Ocala, Marion County, Florida, as described and depicted in

Exhibit A and the following:

Parcel 3030-004-005

LOT 5, BLOCK D, SOUTHWOOD VILLAS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK W, PAGE 23, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 5 BLOCK "D" OF SAID SOUTHWOOD VILLAS SUBDIVISION; THENCE S.38°20'18"E. ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 5 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF SE 5th TERRACE A DISTANCE OF 42.12 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE CONTINUE S.38° 20'18"E. A DISTANCE OF 36.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING FOR IT'S ELEMENTS A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 85° 16'46"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.21 FEET, SUBTENDED BY A CHORD BEARING S.04°18'05"W. AND A CHORD DISTANCE OF 33.87 FEET TO THE POINT OF TANGENCY; THENCE S.46°56'28"W. A DISTANCE OF 116.92 FEET; THENCE N.38°28'13"W. A DISTANCE OF 45.08 FEET; THENCE N.46°57'56"E. A DISTANCE OF

24.59 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAYING FOR ITS ELEMENTS A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°34'14"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.63 FEET, SUBTENDED BY A CHORD BEARING N.52°15'03"E. AND A CHORD DISTANCE OF 87.51 FEET; THENCE DEPARTING SAID CURVE N.09°35'56"E. A DISTANCE OF 37.12 FEET TO THE POINT OF BEGINNING. CONTAINING 6,028 SQUARE FEET MORE OR LESS.

Parent Parcel: 3030-000-000

Parcel 26359-000-00

LOTS 1, 2, 3, 4, 5, 6, 11, 12, 13 AND 18 AND AN UNNUMBERED LOT LYING NORTH OF SAID LOT 12 AND WEST OF SAID LOT 13 AND SOUTHEAST OF THE SEABOARD AIR LINE RAILROAD RIGHT OF WAY, ALL IN W. W. CLYATT' S SUBDIVISION OF THE NORTHEAST QUARTER (NE 1/4) OF SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 22 EAST, AS RECORDED IN PLAT BOOK "A", PAGE 145, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

2. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida. This Resolution dated and adopted this ___ day of ____ 2026.

This resolution adopted this _____ day of _____, 2026.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

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

Approved as to form and legality:

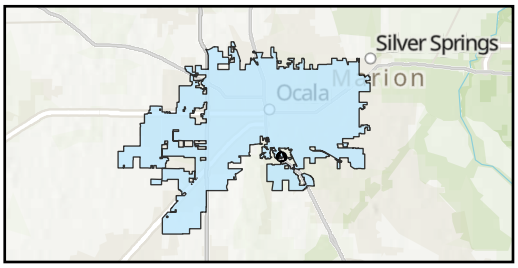
By: _____
William E. Sexton
City Attorney

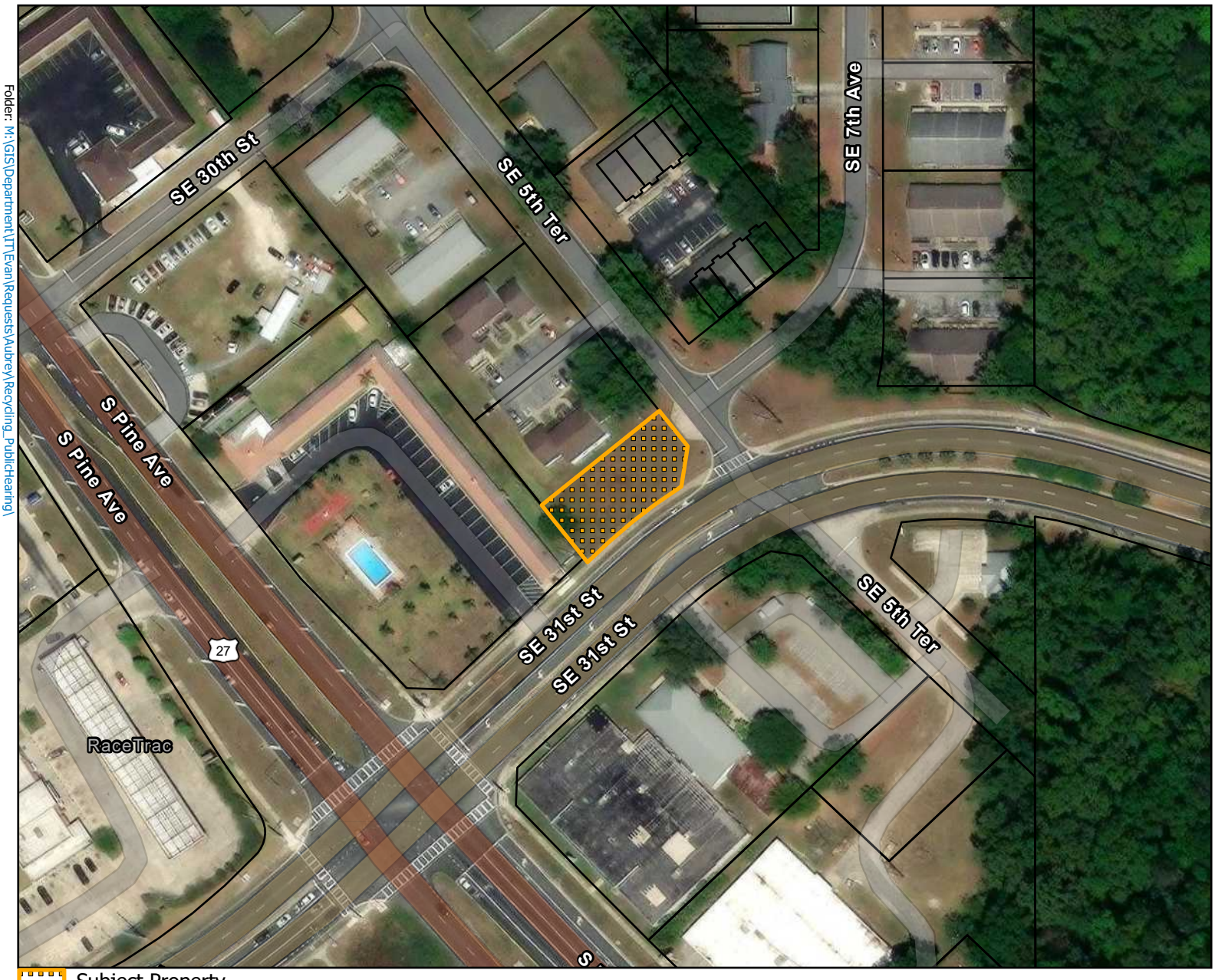
AERIAL MAP

Parcel: 3030-004-005

Property Size: Approximately 0.21 Acres
Land Use Designation: Low Intensity
Zoning: R-3, Multi-Family Residential

Proposal: Public Recycling Drop Off Point





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Subject Property

Parcels

0 150 300 600 Feet

N

OCALA

Prepared by the City of Ocala
Growth Management Department
by ekrepps on 6/2/2026

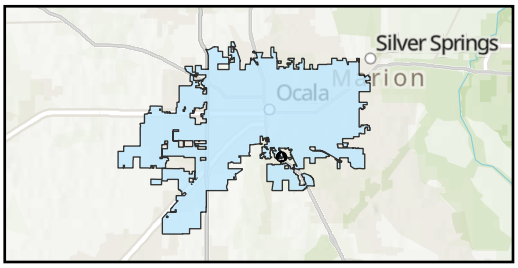
This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

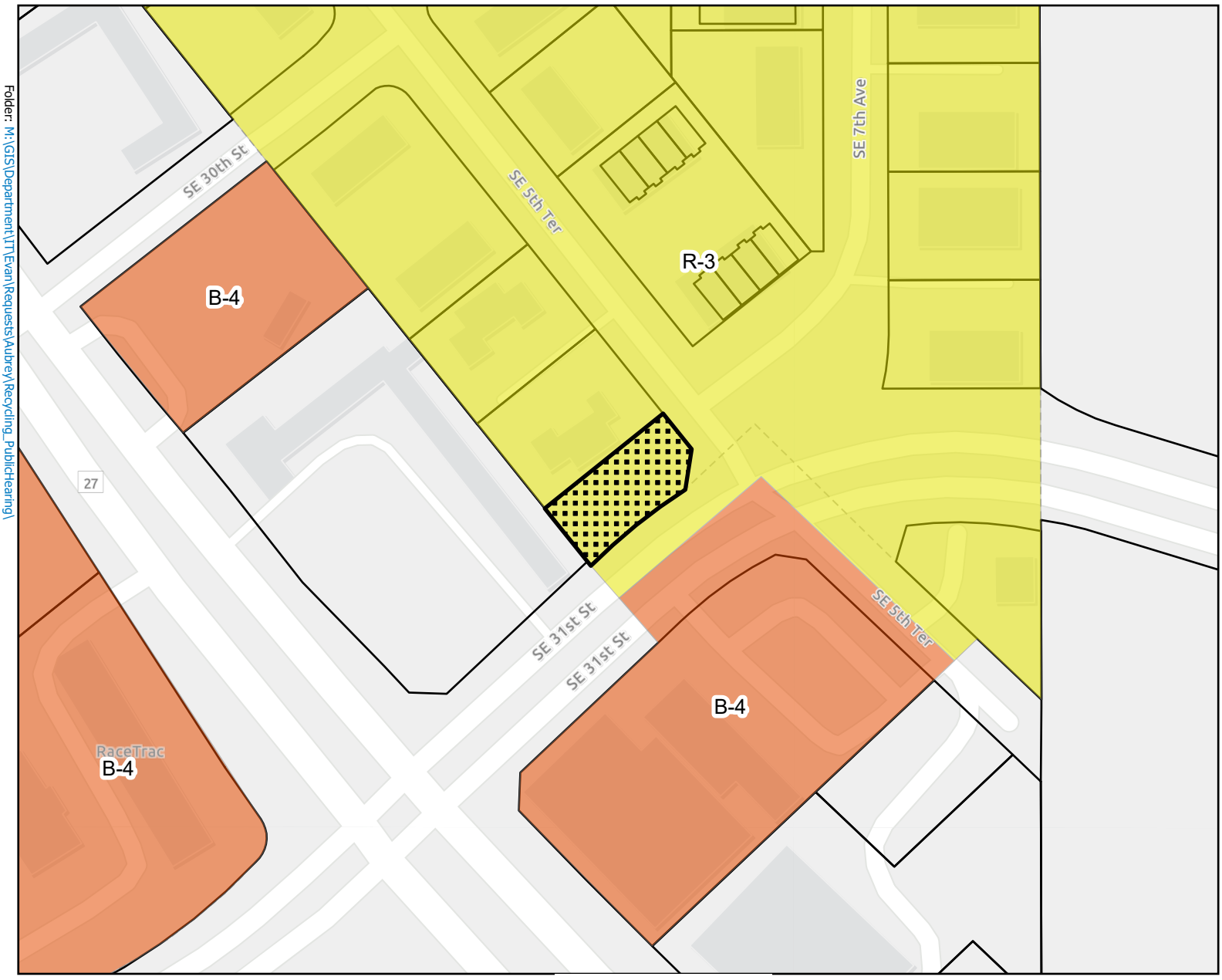
CASE MAP

Parcel: 3030-004-005

Property Size: Approximately 0.21 Acres
Land Use Designation: Low Intensity
Zoning: R-3, Multi-Family Residential

Proposal: Public Recycling Drop Off Point





B-4:General Business

R-3:Multi-Family Residential

Parcels

Subject Property

0 150 300 600 Feet

N

OCALA

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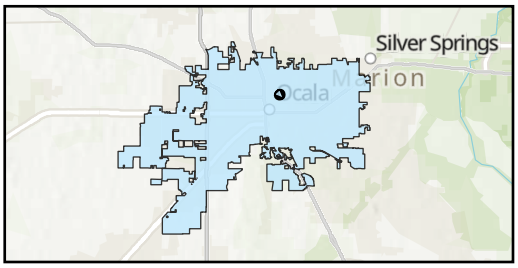
Prepared by the City of Ocala
Growth Management Department
by ekrepps on 6/2/2026

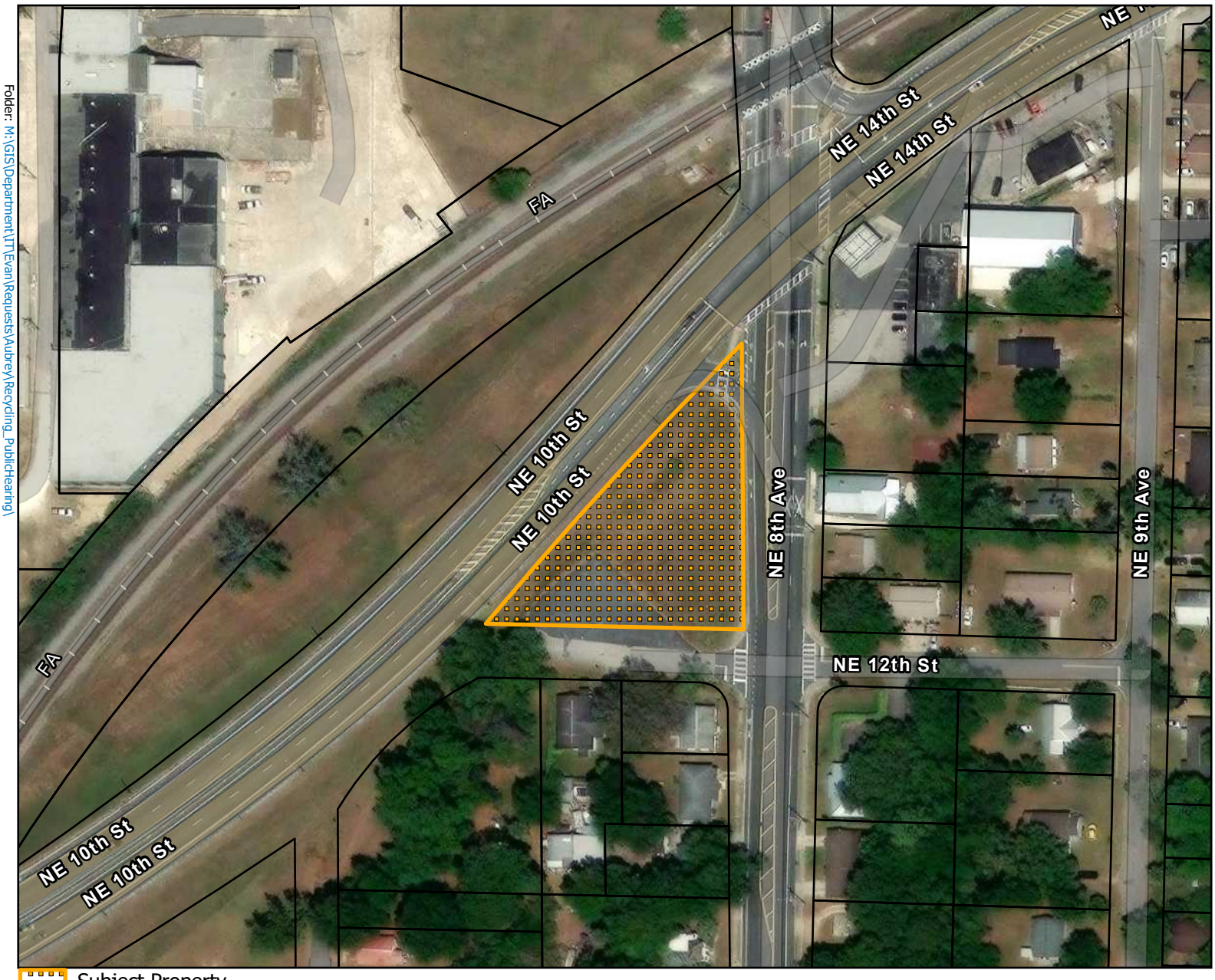
AERIAL MAP

Parcel: 26359-000-00

Property Size: Approximately 0.75 Acres
Land Use Designation: High Intensity/Central Core
Zoning: B-1, Neighborhood Business

Proposal: Public Recycling Drop Off Point





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Subject Property

Parcels

0 150 300 600 Feet

N

OCALA

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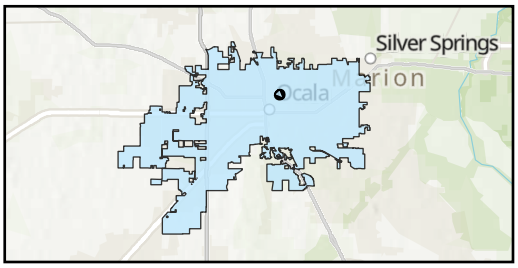
Prepared by the City of Ocala
Growth Management Department
by ekrepps on 6/2/2026

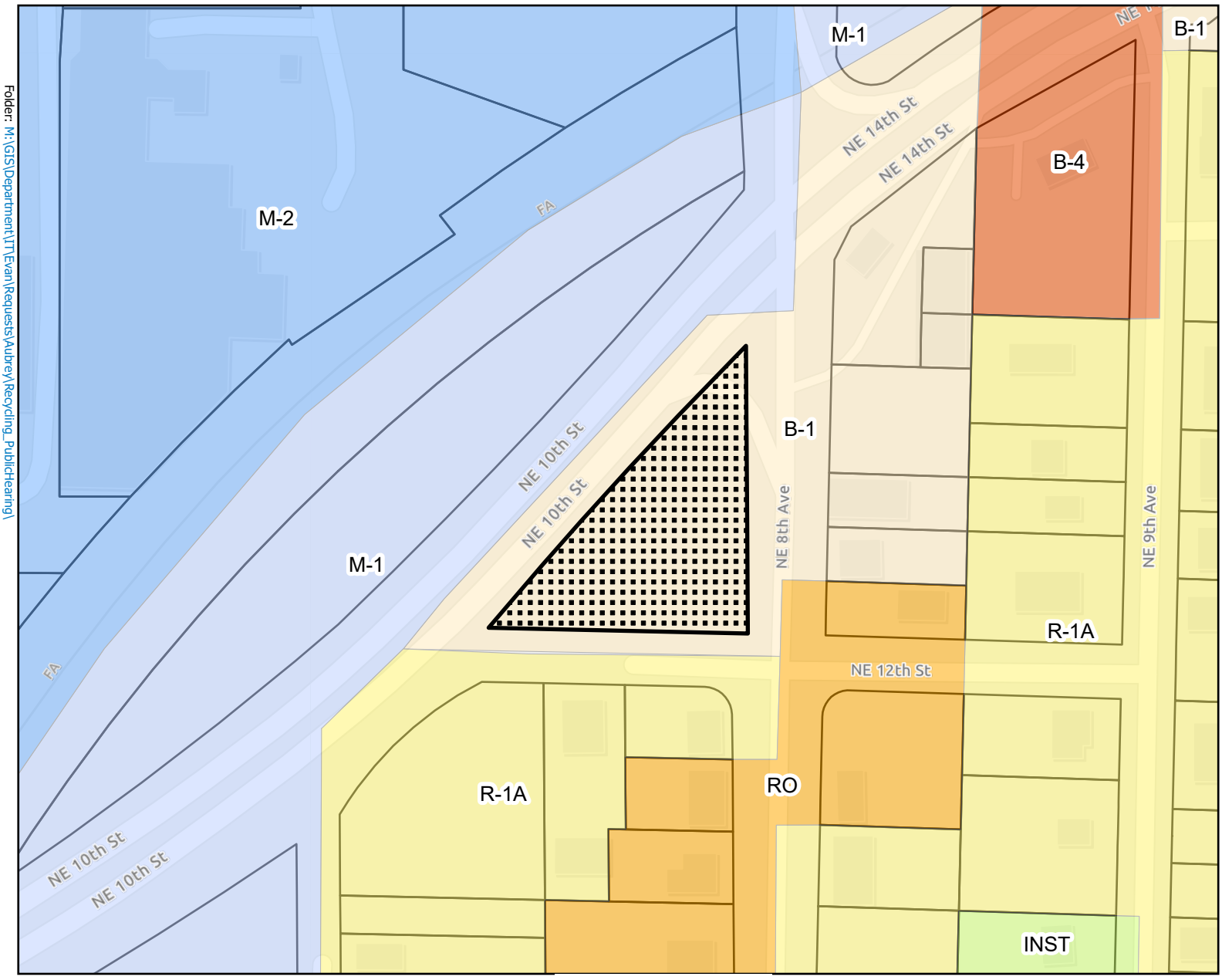
CASE MAP

Parcel: 26359-000-00

Property Size: Approximately 0.75 Acres
Land Use Designation: High Intensity/Central Core
Zoning: B-1, Neighborhood Business

Proposal: Public Recycling Drop Off Point





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B-1:Neighborhood Business
B-4:General Business
INST:Institutional
M-1:Light Industrial
M-2:Medium Industrial
R-1A:Single Family Residential
RO:Residential Office
Parcels
Subject Property

0 150 300 600 Feet

N

OCALA

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Prepared by the City of Ocala
Growth Management Department
by ekrepps on 6/2/2026

File #: 2026-1635 Agenda Item #: 6l.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Attached:

- City Council regular meeting minutes from June 2, 2026

File #: ORD-2026-19 Agenda Item #: 8a.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-19 to rezone from O-1, Office District, to B-2A, Limited Business Commercial District, for property located at 619 SE 17th Street (Parcel 2917-002-000), approximately 2.04 acres (Case ZON26-0002) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: David Hammar, York Hill Properties LC
- Agent: Sandon Wiechens, Wiechens Realty, Inc.

Key Points:

The petitioner is requesting to rezone 2.04 acres of property from O-1, Office, to B-2A, Limited Community Business.

Zoning and Land Use Factors for Consideration:

- The B-2A district contains a number of new uses that the O-1 district does not allow, such as, but not limited to, a broad mix of general retail, business service, eating or drinking establishments, health care, recreational, and educational uses.

- The subject property's access is from SE 17th Street, a minor arterial roadway.

- The surrounding area is comprised of a mixture of office and commercial properties along the SE 17th

Street and SE Magnolia Ave Extension/SE Lake Weir Avenue corridors.

FINDINGS AND CONCLUSIONS:

- Rezoning the property will not result in the creation of a non-conforming use or structure.
- The proposed B-2A zoning district is consistent with the subject property's current Low Intensity Future Land Use designation, the comprehensive plan, and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).
- The B-2A zoning district is compatible with and complimentary to the surrounding uses and O-1, SC, and RO zoning designations.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing on May 11, 2026, where they heard a presentation of the staff report and statements from the property owner's agent. The Planning and Zoning Commission had no further discussion, and there were no public comments. The Planning and Zoning Commission voted unanimously to approve the rezoning request, 7-0.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-19

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM O-1, OFFICE DISTRICT TO B-2A, LIMITED COMMUNITY BUSINESS DISTRICT, FOR CERTAIN PROPERTY LOCATED AT 619 SE 17TH STREET (PARCEL 2917-002-000), APPROXIMATELY 2.04 ACRES (CASE NO. ZON26-0002); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as B-2A, Limited Community Business:

PARCEL NUMBER 2917-002-000

THAT PART OF LOT "H" OF CALDWELL'S ADDITION TO THE CITY OF OCALA, AS RECORDED IN PLAT BOOK "E", PAGE 4 AND IN DEED BOOK K, AT PAGE 741, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT H, THENCE EASTERLY ALONG NORTH BOUNDARY OF SAID LOT H, 230 FEET, THENCE SOUTHERLY PARALLEL TO THE WEST BOUNDARY OF SAID LOT H TO THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 30 FEET FROM AND AT RIGHT ANGLES TO THE CENTER LINE OF 17TH STREET (S464), THENCE N. 88° 11'05" W. ALONG SAID NORTH RIGHT OF WAY LINE 230 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SAID LOT H, THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT ALONG THE WEST 25 FEET THEREOF.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida, hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from O-1, Office District, to B-2A, Limited Community Business District, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2026-19
Introduced:	6/16/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Rezoning Staff Report

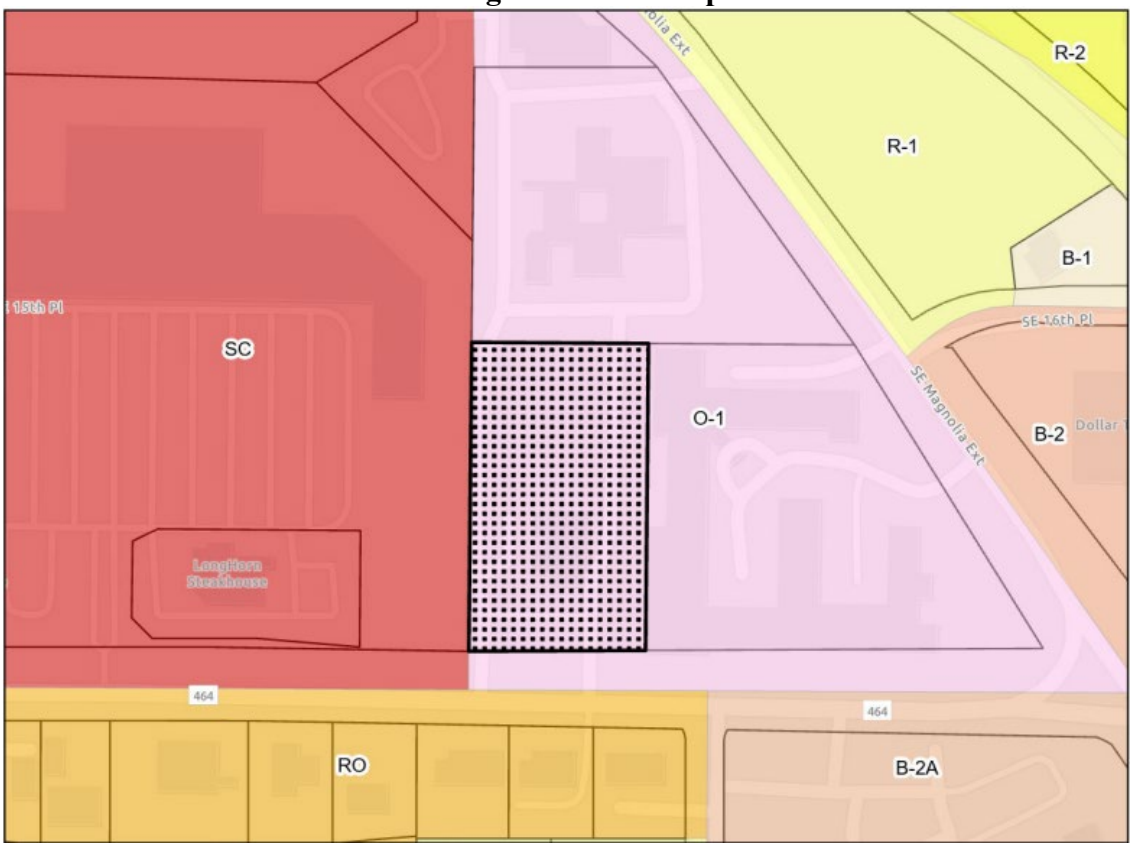
Case No. ZON26-0002
Planning & Zoning Commission: May 11, 2026
City Council (1st Reading): June 16, 2026
City Council (Adoption): July 7, 2026

Applicant:	David Hammar
Property Owner:	York Hill Properties, L.C.
Project Planner:	David Sablan, Planner II
Amendment Request:	Rezone from O-1, Office District, to B-2A, Limited Community Business District

Parcel Information

Acres:	±2.04 acres
Parcel(s)#:	2917-002-000
Location:	619 SE 17th Street
Existing use:	Specialty Retail and Pharmacy
Future Land Use Designation:	Low Intensity
Zoning Designation:	O-1, Office
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting a rezoning of 2.04-acres from O-1, Office, to B-2A, Limited Community Business.

The agent, Sandon Wiechens, Wiechens Realty, Inc., is representing the applicant in this request.

Section 2 - Background Information

The subject property encompasses approximately 2.04 acres. The current designations of the property are:

Zoning: **O-1, Office,** is intended to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses, but limited to a total of ten percent of the square footage of a permitted office building.

Future Land Use: **Low Intensity,** between 3 to 18 dwelling units per acre, a maximum of 0.75 floor area ratio (FAR).

The subject property was part of four-square miles comprising the original incorporated City Limits of Ocala According to City records, the property was developed in 1965 when the current ±5,000 square foot building was constructed. The current occupant of the building, Bitting's Pharmacy, Medical Equipment & Supplies, is classified as a specialty retail and pharmacy use. This is a permitted principal use in the O-1 zoning district. City records indicate Bitting's has been in operation at this location as early as 1987. The site has 59 parking spaces servicing the existing building. The subject property has a 25-foot-wide access easement along the western boundary that provides the Ocala Medical Park, located to the north of the subject property, access to SE 17th Street.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity	O-1, Office	Ocala Medical Park
East	Low Intensity	O-1, Office	The Lodge Healthcare and Rehabilitation Center
South	Low Intensity	RO, Residential-Office	Law Office & Medical Office (across SE 17th Street)
West	Low Intensity	SC, Shopping Center	Churchill Square Shopping Center

The subject property is located along the north side of SE 17th Street, a minor arterial roadway, approximately 500-feet west of the intersection of SE 17th Street and South Magnolia Avenue Extension/SE Lake Weir Avenue. Access to the property is from SE 17th Street. The SE 17th Street

corridor between S Pine Ave and the SE Magnolia Ave Extension/SE Lake Weir Ave intersection features a mixture of retail, shopping center, professional and business office, medical office, and institutional uses.

As shown in Figure 1. Case Map the subject property is surrounded on two sides (north and east) by parcels with O-1 zoning. The property to the west is occupied by the Churchill Square shopping center and is zoned SC, Shopping Center. Across SE 17th Street to the south are several small professional and medical offices, which are zoned RO, Residential Office. Approximately 500 feet east of the intersection, SE 17th Street and SE Magnolia Ave Extension/SE Lake Weir Ave; properties are zoned B-2A, or B-2 Community Business on three corners of the intersection, the remaining corner contains O-1, of which the subject property is adjacent too.

Section 3 – Staff Analysis

This report reviews the proposed rezoning for alignment with the city's adopted, comprehensive plan, and relevant land development regulations. The current O-1 zoning is compliant with the comprehensive plan and applicable land development regulations. The request to rezone from O-1 to B-2A is not to fix any compliance issues, rather to expand the allowable uses from generally office oriented to a mix of office and general retail uses. As evidenced in the following consistency areas the B-2A appears to align with the applicable land development regulations and is a permitted zoning district within the comprehensive plan, Low Intensity future land use.

Consistency with Comprehensive Plan:

The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   Staff Comment:

   Commercial uses are permitted within the Low Intensity Future Land Use Category. The proposed B-2A zoning district pursuant to Sec.122-621 is, "intended for community businesses, including retail sales, personal and business services, and all office uses. No incidental use involving manufacturing processes shall be allowed in the B-2A zone. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities." The subject property is located along a minor arterial roadway.

2. *Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new*

regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

Staff Comment:

The requested rezoning is consistent with the existing future land use category of Low Intensity. The current development of the subject property and mix of surrounding retail, institutional and office uses are generally oriented towards the automobile as the primary mode of transportation.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Subsection 122-133(b)(1) - *The application requests to rezone to parcel or parcels that are a minimum of 30,000 square feet of area not separated by a right-of-way for a street, a street, or drainage retention area.*

   Staff Comment:

   The subject property is 2.04 acres (88,624 square feet) and therefore exceeds the minimum land area required for rezoning.

2. Section 122-244 - *District criteria: Zoning districts allowed under each land use classification.*

Low Intensity	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2, **B-2A**, B-4, B-5****, SC, M-1, M-2, G-U, INST, A-1***, PD, FBC

**** As of June 1, 2014, a rezoning application for A-1 must be associated with an annexation case where a portion of the annexed property is already zoned A-1 in the county.*

***** B-5 zoning shall be consistent with the low-intensity future land use classification for parcels located within the North Magnolia CRA Subarea boundary.*

Staff Comment:

The requested B-2A zoning district is consistent with the existing Low Intensity Future Land Use category.

3. Section 122-260 – *Buffers*

   Staff Comment:

   Buffers are required when higher intensity uses are adjacent to less intense uses. The existing use of subject property is not anticipated to change as a result of this request. Buffer requirements will be evaluated upon any further development or redevelopment of the property.

4. Section 122-286 – *Lot Requirements*

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	O-1, Office	Intended to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses, but limited to a total of ten percent of the square footage of a permitted office building.	12,500	35-feet
Proposed	B-2A, Limited Community Business	Intended for community businesses, including retail sales, personal and business services, and all office uses. No incidental use involving manufacturing processes shall be allowed in the B-2A zone. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities.	10,000	50-feet

Staff Comment:

The subject property, comprising 2.04-acres meets the minimum lot area (10,000 square feet) and the approximate 230 feet of frontage on SE 17th Street meets the minimum 100 feet lot width required for the B-2A zoning district. The maximum height of structures increases from 35 to 50feet.

5. Section 122-287 – *Table of permitted uses (see Exhibit A for full table)*

Staff Comment:

The site's current uses of, Specialty Retail and Pharmacy, are permitted in the B-2A zoning district; rezoning the property will not create a non-conforming use. The B-2A district contains a number of new uses that the O-1 district does not allow such as but not limited too; broad mix of general retail, business service, eating or drinking establishments, health care, recreational, and educational uses. However, the type and nature of potential new uses that would be permitted at this location upon rezoning to B-2A are consistent with the existing developments along the SE 17th Street corridor in this area.

6. Section 122-1010 – *Required number of spaces*

Staff Comment:

The subject property currently has 59 off-street parking spaces. Any expansion of the building or redevelopment of the site will be subject to the Site Plan review process and will be required to remain consistent with Section 122-1010.

Section 4 - Level of Service (LOS) Analysis

The benefit of LOS analysis for a zoning amendment is limited due to the lack of specific proposed development. While worst case buildout scenarios can be reviewed, they are typically unrealistic and provide significantly overstated impacts to public facilities. Further detailed LOS impact analysis will be required to address the specific proposed development as part of any subsequent application review. Improvements to the property that result in a net increase of 100 peak hour trips a traffic study will be required to analyze impacts on LOS.

Section 5 - Staff Findings and Recommendation

- Rezoning the property will not result in the creation of a non-conforming use or structure.
- The proposed B-2A zoning district is consistent with the subject property's current Low Intensity Future Land Use designation, the comprehensive plan and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).
- The B-2A zoning district is consistent with the surrounding O-1, SC, and RO zoning designations.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff Recommendation: Approval of ZON26-0002

Exhibit A. Permitted Uses Table

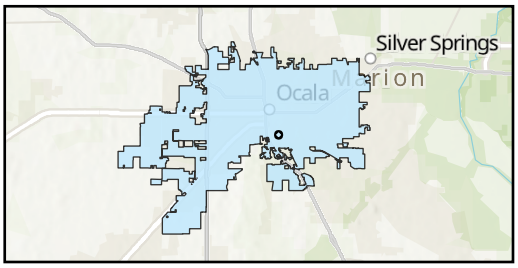
*Permitted by Special Exception

Permitted Use Type	O-1, Office	B-2A, Limited Community Business
Residential Operation	• Residence - gallery • Residence - office	• Bed and breakfast • Community residential home, maximum of twelve unrelated residents per single-family residential dwelling. • Fraternity or sorority house • Residence - gallery • Residence - office Rooming/boarding house
Residential Type	• Single-family dwelling	• Multifamily dwellings* • Single-family dwelling • Single-family (attached) dwelling unit • Two-family dwelling
General Retail	• Pharmacy • Specialty retail stores	• Auto Supply Store • Bakery Store • Department store • Drugstore • Electronics store • Furniture store • Garden and nursery sales • Grocery store • Hardware store • Home decorating store • Pharmacy • Specialty retail stores • Used merchandise store • Videotape store
Vehicular Sales		
Agricultural Use		
Business Service	• Parking garage (or structure)* • Parking lot*	• Equipment rental and leasing • General business service • Parking garage (or structure) • Parking lot • Radio/TV broadcasting facility
Eating or Drinking Establishment	• Alcoholic beverage establishment (on-premises consumption) • Restaurant (enclosed)	• Alcoholic beverage establishment (off-premises consumption) • Alcoholic beverage establishment (on-premises consumption) • Fast-food restaurant • Restaurant (enclosed)
Hospitality and Tourism	• Antique gallery/art gallery/museum	• Antique gallery/art gallery/museum • Conference center • Hotel/convention center • Motel
Office Use	• Financial institution	• Commercial photography (art and graphic

	• Photocopying and duplicating services • Professional and business office	design service) • Financial institution • Photocopying and duplicating services • Photofinishing laboratory • Prepackaged software services • Print shop • Professional and business office
Personal Service	• Funeral home and/or crematory* • Hairstyling shop	• Coin-operated laundry and dry cleaning • Emergency shelter • Hairstyling shop • Laundry and dry cleaning pickup establishment • Laundry and dry cleaning service • Major household repair establishment • Minor household repair establishment • Tattoo or body piercing establishment
Vehicular Service	• Drive-through facility (non-restaurant)	• Auto repair, minor • Automobile cleaning/detailing services • Drive-through facility (non-restaurant)
Community Service	• Day care facility* • Private club*	• Church/place of worship • Day care facility • Library • Private club
Educational Use	• Speech and language center/school	• Colleges/universities • Community education center • School, private elementary and secondary • Speech and language center/school • Vocational professional school
Recreational Use	• Physical fitness center	• Bowling center • Commercial recreation, indoor • Dance/art/music studio • Motion picture theaters (except drive-in) • Physical fitness center • Recreation facility, indoor
Public Use	• Park/open space area* • Post office (federal)	• Park/open space area* • Post office (federal)
Health Care Use	• Assisted living facility • Medical and dental laboratory • Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets • Veterinarian office	• Assisted living facility • Medical and dental laboratory • Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets • Transitional/recovery facility • Transitional treatment facility • Veterinarian office

Low-Impact Industrial Use		• Microbrewery/microdistillery

AERIAL MAP



Case Number: ZON26-0002

Parcel: 2917-002-000

Property Size: Approximately 2.04 Acres
Land Use Designation: Low Intensity
Zoning: O-1, Office
Proposal: Rezone from O-1 to B-2A

Folder: M:\GIS\Department\IT\Evan\Planning\2026\May_PZ\ZON26_0002\



Subject Property

Parcels

0 200 400 800 Feet

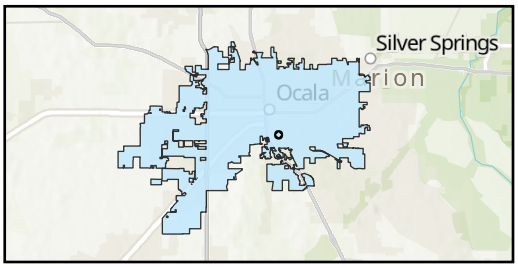
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OCALA

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Prepared by the City of Ocala
Growth Management Department
by ekrepps on 4/29/2026

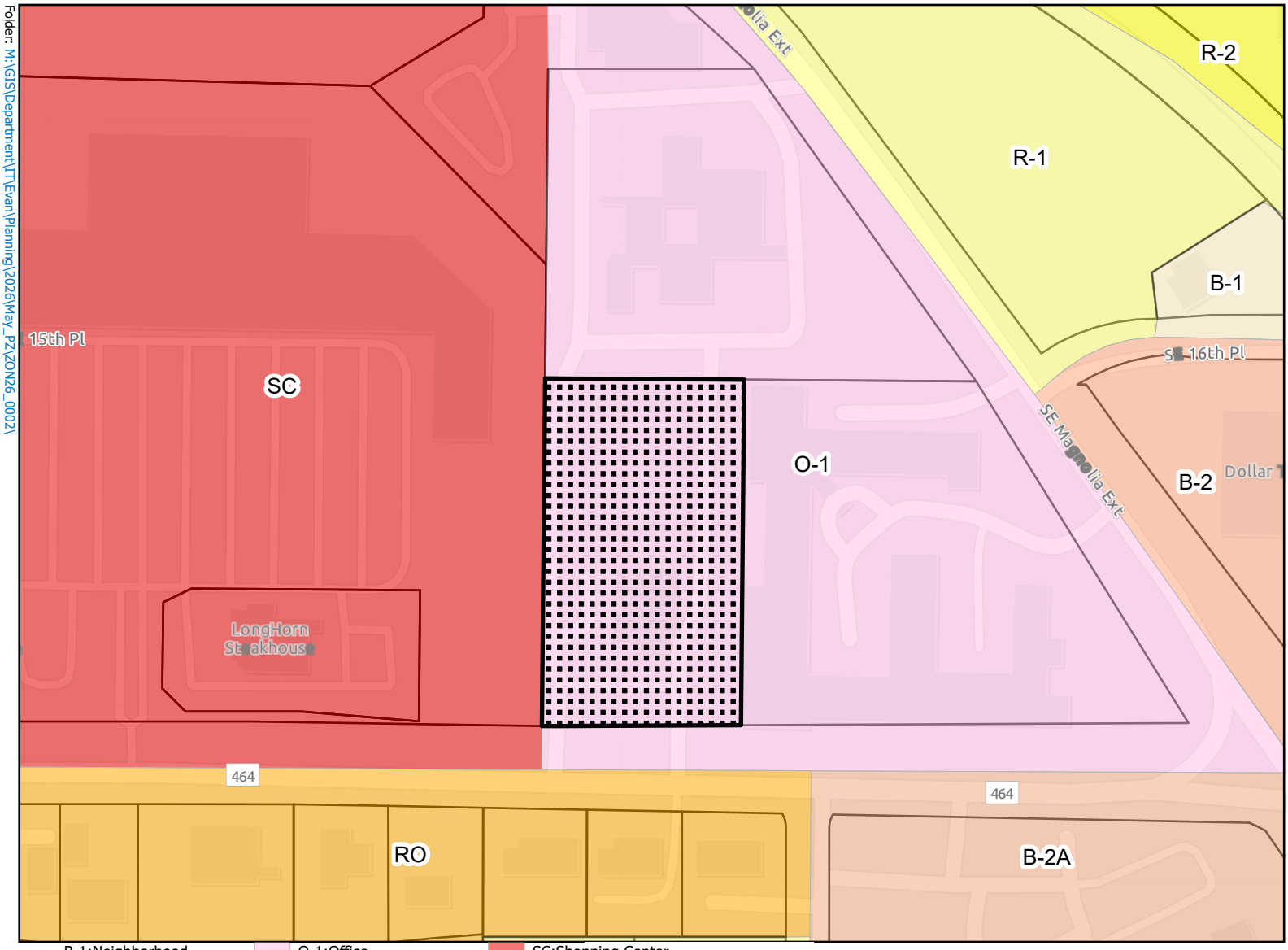
CASE MAP



Case Number: ZON26-0002

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Prepared by the City of Ocala
Growth Management Department
by ekrepps on 4/29/2026

File #: RES-2026-41 Agenda Item #: 9a.

Submitted By: Breah Miller, Planner II

Presentation By: Breah Miller, Planner II

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Resolution 2026-41 to abrogate the segment of SW 25th Street between blocks 91 and 111, as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida. (Parcel 22714-111 -03), approximately 0.179 acres. (Case ABR26-0001) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Danny Nunn
- Property Owner: Legacy View Church, Inc.
- Agent: Jonathan Flowers, Repset Survey, LLC

Key Points:
The applicant is requesting to abrogate the segment of SW 25th Street located between Blocks 91 and 111 (currently lying south of the intersection of West Silver Springs Boulevard and SW 17th Avenue) in the West End Ocala Plat, which has no utilities and is otherwise undeveloped.

Zoning and Land Use Details:
Prior actions by the Ocala Board of Adjustment and Planning and Zoning Commission were taken without knowledge of the existing City of Ocala right-of-way for SW 25th Street. Specifically, the subject property previously received conditional approvals for a Special Exception to allow a church from the Board of Adjustment, as well as off-site parking within 300 feet from the Planning & Zoning Commission. Required conditions, including conditional site plan approval, have been met as of January 16, 2026. The city attorney has indicated that the prior board actions remain valid, subject to the abrogation approval.

The existing SW 25th Street right-of-way was not discovered until further survey and title research was conducted by the applicant through the site plan review process. Approval of the site plan is, therefore, contingent upon completing this abrogation request.

Planning and Commissioning

The proposed abrogation was presented to the Planning and Zoning Commission on May 12, 2026. The Commission had no comments or questions for staff. During public comments, a neighboring property owner requested clarification regarding whether the proposed abrogation would affect the shared property line. Staff clarified that the off-site parking had already received conditional approval and that, at the time of review, the survey was evaluated by the City's Surveying Department. Staff further explained that all approved improvements are located within the subject property boundaries and the segment of SW 25th Street proposed for abrogation. Following discussion, the Planning and Zoning Commission voted 7-0 to recommend approval to City Council.

FINDINGS AND CONCLUSIONS:

Staff recommends approval of the request to abrogate the segment of SW 25th Street lying between blocks 91 and 111 as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

The resolution is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

RESOLUTION 2026-41

A RESOLUTION ABROGATING AND VACATING THE SEGMENT OF SW 25TH STREET LYING BETWEEN BLOCKS 91 AND 111 AS SHOWN ON THE WEST END OCALA PLAT, PLAT BOOK A, PAGE 78, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

WHEREAS, application has heretofore been made by LEGACY VIEW CHURCH, INC, a Florida limited liability company ("Applicant") has heretofore made an application to the Ocala Planning and Zoning Commission for the abrogation of the portion of right- of- way (the "Abrogated Right- of-way") in Ocala, Marion County, Florida, as hereinafter more particularly described; and

WHEREAS, the City of Ocala is the owner of the right-of-way described above; and

WHEREAS, this segment of SW 25th Street right-of-way was not discovered to exist until after previous public

hearings with the Board of Adjustment (Special Exception for a church/place of worship with off-site parking) and the Ocala Planning and Zoning Commission (approval for off-site parking) had occurred; and

WHEREAS, the applicant is seeking to abrogate the right-of-way for SW 25th Street to allow for the development of their project; and

WHEREAS, the proposed abrogation was submitted to all appropriate utilities for consideration and no comments or objections were raised.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

1. That segment of 25th Street between blocks 91 and 111 as per plat of West End Ocala, Plat Book A, Page 78, lying within section 13, Township 15 South, Range 21 East, of the public records of Marion County, Florida, being more particularly described as follows:

   A PORTION OF 25TH STREET BETWEEN BLOCKS 91 AND 111 AS SHOWN ON THE PLAT OF WEST END OCALA, PLAT BOOK A, PAGE 78, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING WITHIN SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCING AT THE SW CORNER OF BLOCK 91 OF RHEINAUER'S ADDITION TO MARTI CITY, PLAT BOOK A PAGE 112, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE N 87° 51' 17" W., 17.42 FEET, TO A MARION ENGINEERING 4"X4" CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SW FORT KING STREET (A PUBLIC RIGHT-OF-WAY 60 FEET WIDE FORMERLY KNOWN AS FAIRMOUNT AVENUE) WITH THE WEST RIGHT-OF-WAY LINE OF THE UNNAMED STREET (A PRIVATE RIGHT-OF-WAY OF VARYING WIDTH PREVIOUSLY ABROGATED AND CLOSED PURSUANT TO RESOLUTION NO. 78-43, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 862, AT PAGE 702, OF SAID PUBLIC RECORDS) LYING WEST OF AND IMMEDIATELY ADJACENT TO BLOCK 91 OF SAID RHEINAUER'S ADDITION TO MARTI CITY, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE N 00° 43' 07" E., ALONG SAID WEST RIGHT-OF-WAY LINE. 186.06 FEET, TO A 5/8" REBAR WITH NO ID MARKING ITS NON-TANGENT INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST SILVER SPRINGS BOULEVARD (A PUBLIC RIGHT-OF-WAY 107.50 FEET WIDE, ALSO KNOWN AS STATE ROAD 40) SAID RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 5783.40 FEET; THENCE WESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 42.61 FEET, THROUGH A CENTRAL ANGLE OF 00°25'20" AND A CHORD BEARING AND DISTANCE OF N 89° 33' 03" W., 42.61 FEET, TO A 5/8" REBAR WITH NO ID MARKING ITS NON-TANGENT INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 25TH STREET (A PUBLIC RIGHT-OF-WAY 60 FEET WIDE AS SHOWN ON THE PLAT OF WEST END OCALA, PLAT BOOK A, PAGE 78, OF SAID PUBLIC RECORDS), THENCE S 00° 24' 31" W., ALONG SAID WEST RIGHT-OF-WAY LINE, 186.23 FEET, TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF SW FORT KING STREET, THENCE ALONG SAID RIGHT OF WAY LINE, S 89° 47' 30" E., 41.60 FEET, BACK TO THE POINT OF BEGINNING.

   CONTAINING 7836 SQUARE FEET (0.179 ACRE), MORE OR LESS.

2. The City of Ocala does hereby abrogate the right-of-way located in Ocala, Marion County, Florida, as described and depicted on the attached Exhibit A.

3. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida. This Resolution dated and adopted this ___ day of ____ 2026.

CITY OF OCALA

By: _____

Ire J. Bethea Sr.
City Council President

Attest: _____

Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____

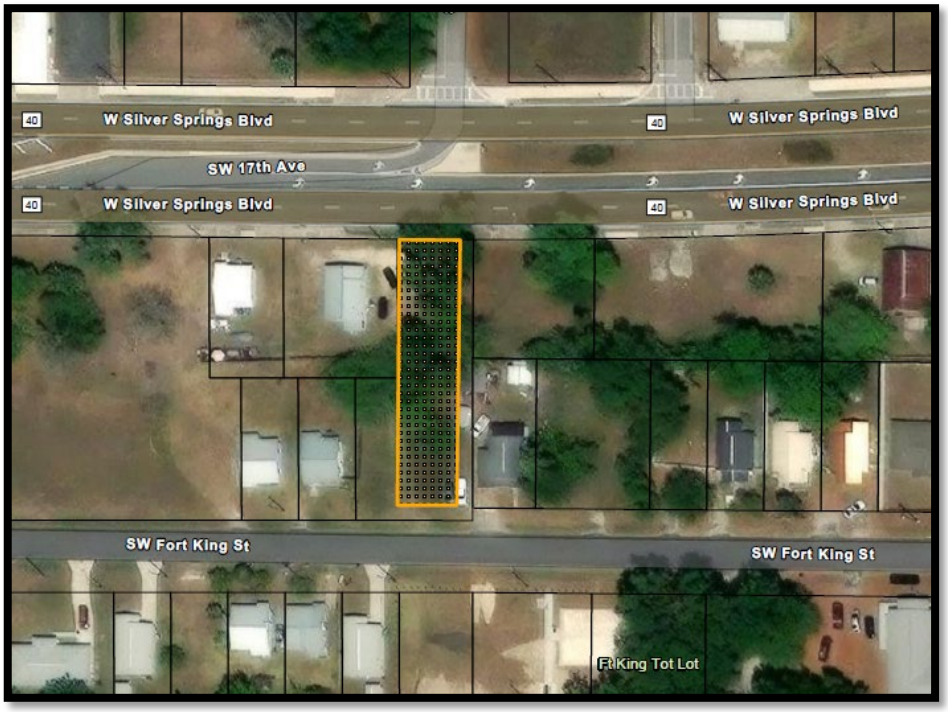
William Sexton
City Attorney

Staff Report

Case No. ABR26-0001
Planning & Zoning Commission: May 11, 2026
City Council (Adoption): June 16, 2026

Applicant/Property Owner:	Danny Nunn/Legacy View Church, Inc.
Agent:	Jonathan Flowers, Repset Survey, LLC
Project Planner:	Breah Miller, Planner II
Applicant Request:	A request to abrogate a portion of SW 25th Street lying between blocks 91 and 111 as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida. This request is associated with Legacy View Church development and approved off-site parking. During site plan review, it was determined by the City's Surveying Department that the subject right-of-way had not been formally abrogated, despite being depicted as such in the current Property Appraiser's records. Formal abrogation is required to proceed with development.
Zoning District:	R-2, Two Family Residential
Future Land Use:	Low Intensity
Parcel Information	
Acres:	±0.18 acres
Parcel:	22714-111-03
Location:	1700 block of West Silver Springs Boulevard
Existing use:	Vacant/Undeveloped
Special District(s)/Plan(s):	West Ocala Community Redevelopment Area (CRA)
Overlay(s):	N/A

Figure 1. Aerial Location Map



Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	R-2, Two-Family Residential	Residential
East	Medium Intensity/Special District	R-2, Two-Family Residential	Residential
South	Neighborhood	R-1AA, Single-Family Residential	Residential
West	Neighborhood	R-2, Two-Family Residential	Vacant/Undeveloped

Applicant Request

The applicant is requesting to abrogate a portion of SW 25th Street lying between blocks 91 and 111 as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida.

Background

On October 28, 2024, the subject property (Parcel 22714-111-03), along with nearby properties (Parcels 22714-000-00 and 22715-000-00), received conditional approval from the Board of Adjustment for a

Special Exception to allow the construction of a church/place of worship with an accessory use of an off-site parking lot subject to Planning & Zoning Commission approval of the off-site parking. On November 13, 2024, the Planning & Zoning Commission (P&Z) conditionally approved the off-site parking within 300 feet of the subject property, at 1734 and 1748 West Silver Springs Boulevard. The conditional approval from P&Z for off-site parking had the following conditions:

1. This approval for off-site parking is granted only to the applicant for Legacy View Church.
2. The entire project and both the on-site and off-site parking are subject to the review and approval of the site plan review committee.
3. All conditions pertaining to the Special Exception must also be met.

The previous application process did not require submission of a legal description, survey, or title opinion; therefore, staff was not aware that the property was inaccurately depicted in the current Property Appraiser's records. However, the site plan review process does require a legal description and survey, which are reviewed by the City of Ocala's Surveying Department. During site plan review for the approved off-site parking, it was discovered by the Surveying Department that, although other segments of 25th Street had been abrogated, the segment associated with this request had not yet been shown on public maps as property. The subject segment of right-of-way is depicted on the recorded plat of West End Ocala (Plat Book A, Page 78) and was subsequently designated as 25th Street. The site plan has been conditionally approved contingent to the approval of the subject abrogation.

Staff Analysis

The subject right-of-way contains no existing infrastructure or easements. The proposed abrogation of this portion of 25th Street will not adversely impact any adjacent properties. If approved, the applicant and other benefiting parcel(s) will assume responsibility for the maintenance of their respective portions of the abrogated area.

A special exception and public hearing were approved for the use of an off-site parking lot and site plan was conditionally approved. Staff conditionally approved the site plan, subject to abrogation of a right-of-way, which was discovered during the in-depth review of legal descriptions that occur during the site plan review process. One condition of the Special Exception stated: "The site plan shall be consistent with the provided conceptual plan, and site plan approval shall be issued within 18 months of the date of approval by the Board of Adjustment, or this Special Exception shall expire." The required site plan did receive conditional approval on January 16, 2026, thereby satisfying this condition of the special exception. The Planning & Zoning Commission did not include this condition of approval.

Utility Responses

The utility responses are summarized as follows:

Utility	***Date***	***Response***
CenturyLink/Lumen: Cloey Kranock	4/06/2026	It was determined that there are no objections with respect to the areas proposed for vacation as shown and/or described. It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.
Cox Communications: Paul Christopher	4/08/2026	No Objections. Facilities located across and north of W Silver Springs Blvd.
Spectrum: Dwayne Leachman	03/20/2026	This would be Cox Cable facilities in the area and not Spectrum. No facilities or objection.
Duke Energy: Todd Boyer	3/30/2026	Duke Energy does not serve this area. No objection.
SECO:	4/20/2026	The project area is not within SECO Energy's service territory. No comments or objections.
TECO: Landon Meahl	3/20/2026	TECO PGS does not have any facilities within the bounds of this parcel and has no objections to this abrogation request.
Electric (OEU): JD Purcell	04/28/2026	No objection.
Water Resources: Richard Ragosta	3/24/2026	Water Resources Engineering has no utility lines at this location. Water Resources Engineering has no future need at this location. Water Resources Engineering has no objections at this location.
Public Works: Darren Park	3/23/2026	P/W has no utilities at this location. P/W has no future need for this area. P/W has no objection to abrogation request. No objection.
Commercial Sanitation: Dwayne Drake	4/20/2026	No Objection.
Fiber: Kevin Hooker	4/21/2026	No facilities or objection.
Transportation Engineering: Noel Cooper	4/20/2026	Does not have any anticipated future need for use of the subject area or objections to the abrogation request.
Real Estate Tracy Taylor	4/07/2026	Real Estate has no objections to the Abrogation.
Stormwater Engineering: Charles Johnston	3/23/2026	This parcel is free of city of Ocala Infrastructure. No Objection.
Surveying R. Kelly Roberts	3/31/2026	Legal Description issues resolved. No objection.

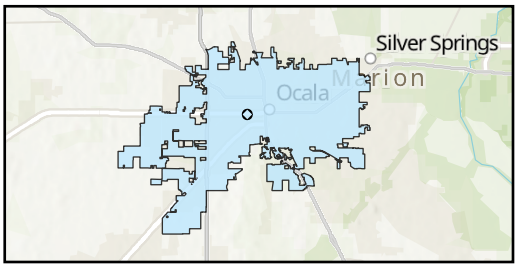
Staff Findings and Recommendation

Staff recommends approval of the request to abrogate a portion of SW 25th Street lying between blocks 91 and 111 as shown on the West End Ocala Plat, Plat Book A, Page 78, of the public records of Marion County, Florida.

Staff Recommendation:	***Approval***

P&Z Meeting: 01/12/2026

AERIAL MAP



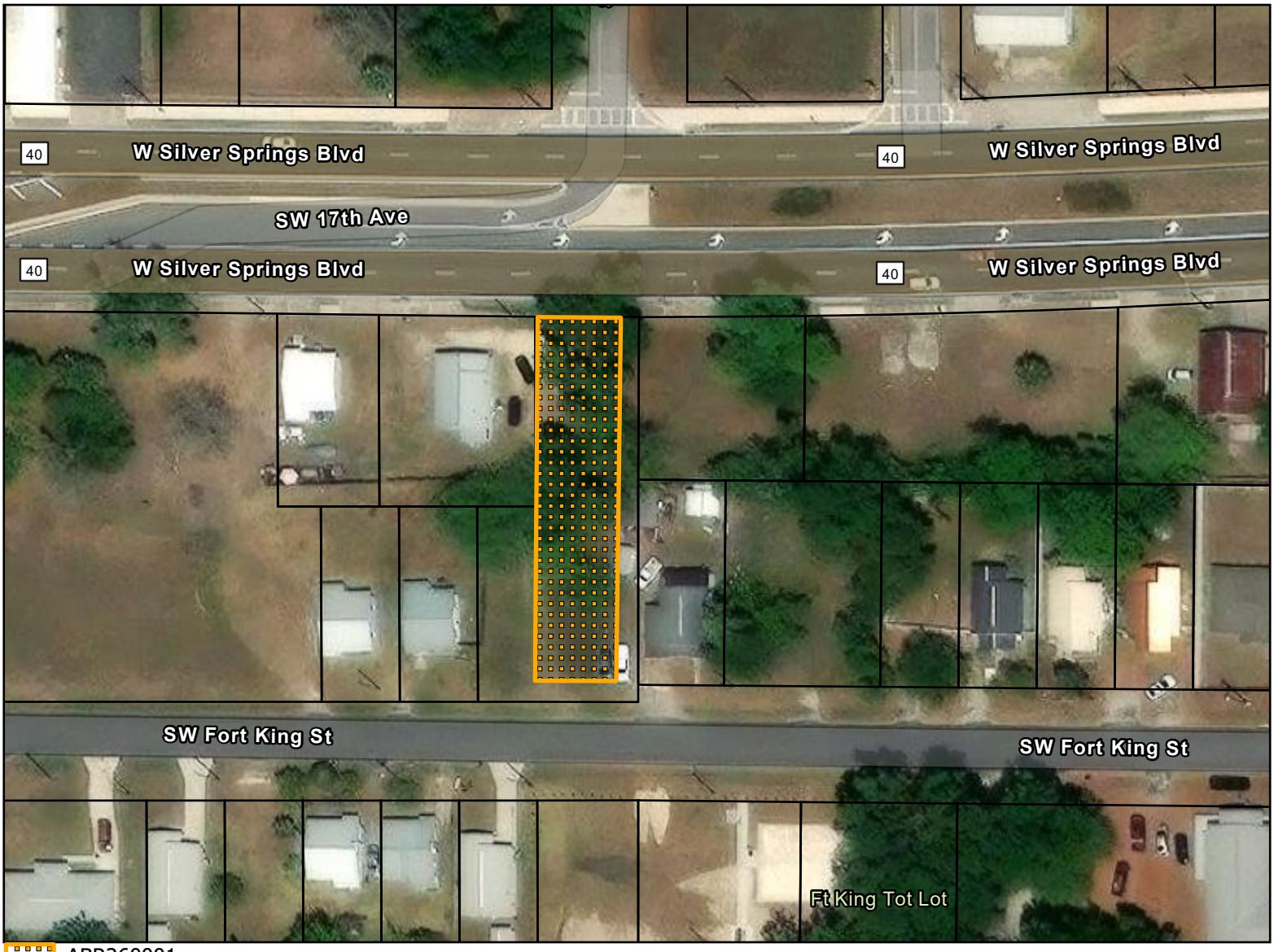
Case Number: ABR26-0001

Parcel: 22714-111-03

Property Size: Approximately 0.18 Acres
Land Use Designation: Neighborhood
Zoning: R-2, Two-Family Residential

Proposal: Abrogation of the right-of-way.

Folder: M:\GIS\Department\IT\Evan\Planning\2026\May_PZ\ABR26_0001\



ABR260001

Parcels

0 87.5 175 350 Feet

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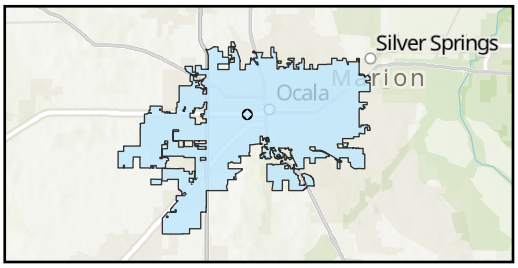
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Prepared by the City of Ocala
Growth Management Department
by ekrepps on 4/16/2026

P&Z Meeting: 01/12/2026

CASE MAP

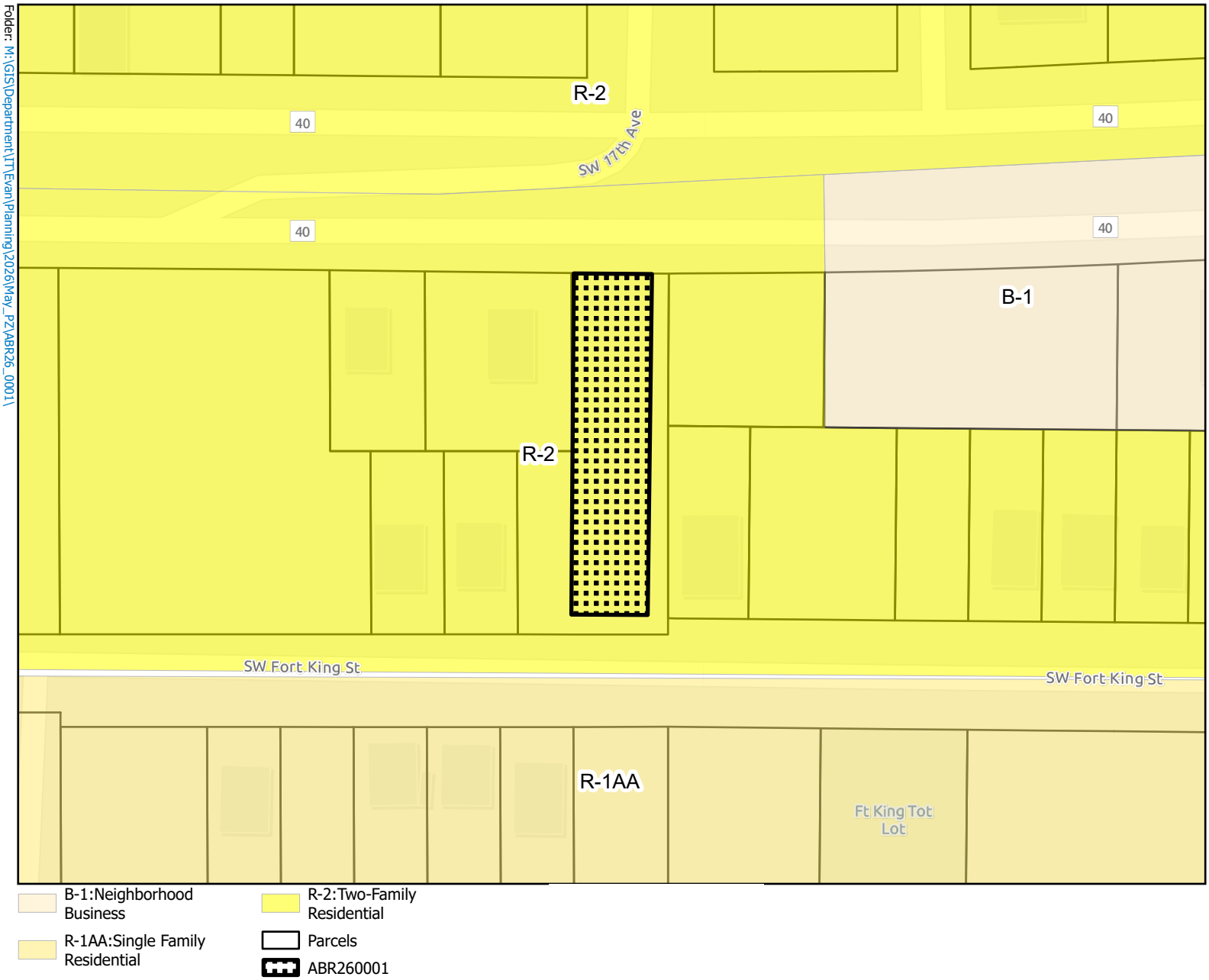


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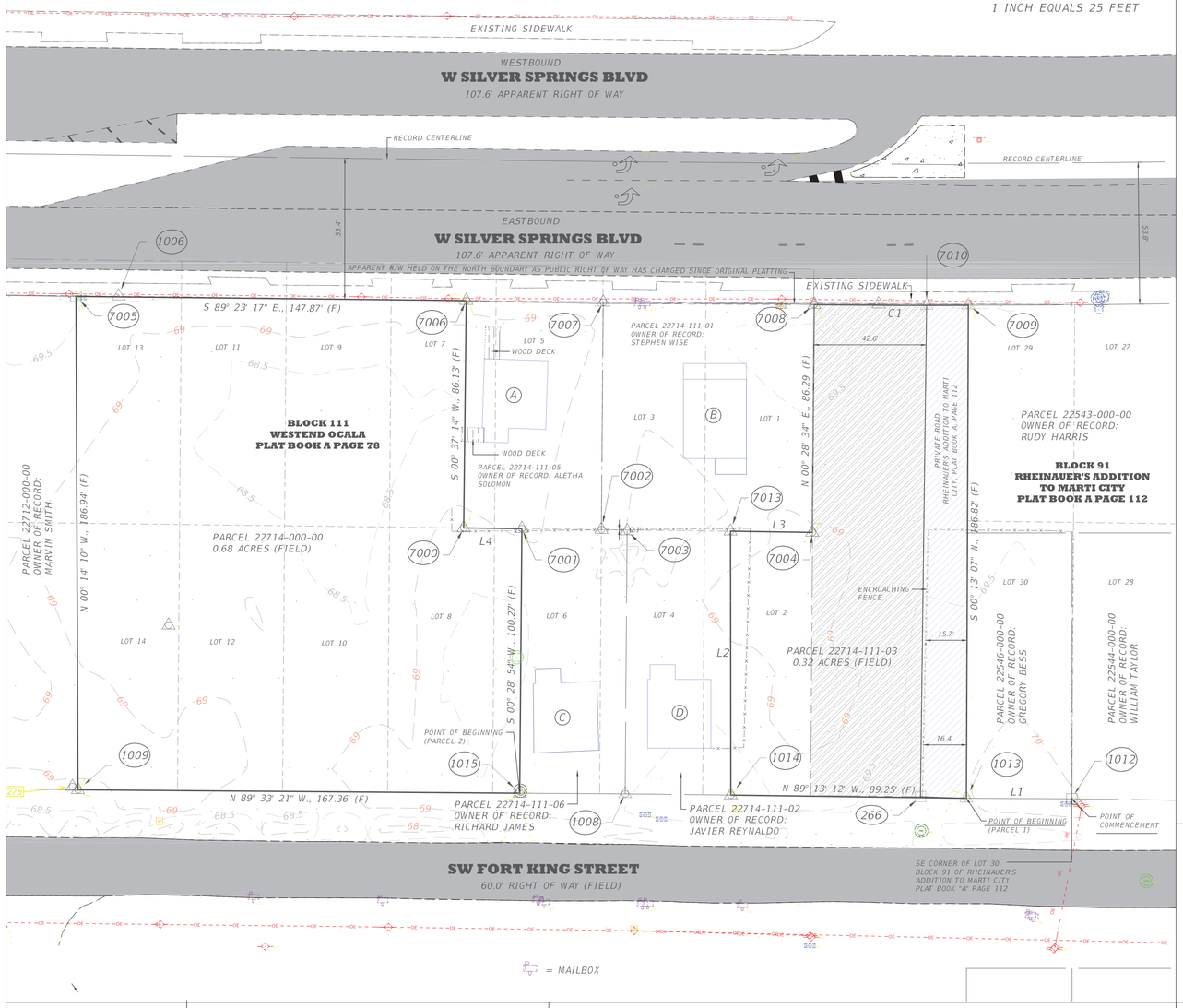
Repset Survey
Calculated Confident & Consistent

BOUNDARY, IMPROVEMENT + TOPOGRAPHIC SURVEY FOR PARCES 22714-000-00 + 22714-111-03

SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA

GRAPHIC SCALE
0 25 50 Feet
1 INCH EQUALS 25 FEET



NORTH

LEGEND:

	AIR CONDITIONING UNIT
	ASPHALT PAVEMENT
(A)	BRICK AND MORTOR RESIDENCE 1
(B)	BRICK AND MORTOR RESIDENCE 2
(C)	BRICK AND MORTOR RESIDENCE 3
(D)	BRICK AND MORTOR RESIDENCE 4
	CONCRETE
ELEC	ELECTRIC METER
	ELECTRIC POWER POLE
	EXISTING FENCE
	EXISTING WELL
(F)	FIELD DIMENSION
	FIRE HYDRANT
	OVERHEAD POWER LINE
(P)	PLAT DIMENSION
	PRIVATE RIGHT OF WAY AS SEEN IN RHEINAUER'S ADDITION TO MARTI CITY, ABROGATED BY RESOLUTION # 78-43 OFFICIAL RECORD BOOK 862 PAGE 702
R/W	RIGHT OF WAY
	SANITARY CLEANOUT
SAN	SANITARY MANHOLE
	SINGLE SUPPORT SIGN
	REMAINING PORTION OF SIXTY FOOT PUBLIC RIGHT OF WAY AS SEEN IN PLAT OF WESTEND OCALA , PLAT BOOK. A, PAGE 78. SEE SURVEY NOTE 11 FOR DETAILS ON ABROGATION STATUS
	TELEPHONE PEDESTAL
WATER	WATER MANHOLE
WATER	WATER METER
WATER	WATER VALVE

LINES AND CURVES:

L1: WEST 40.00' (P)
L1: N 89° 42' 45" W., 39.94' (F)
L2: N 00° 05' 12" W., 99.98' (F)
L3: S 89° 09' 26" E., 31.00' (F)
C1: CHORD = S 89° 47' 13" E., 58.39' (F)
C1: RADIUS = 5783.4' (F)
L4: S 89° 18' 58" E., 22.03' (F)

CERTIFIED TO:

1. LEGACY VIEW CHURCH INC

MONUMENTS:

ID	NORTHING	EASTING	DESC	STAMPING	STATUS
266	1763761.485	606873.5771	CMON	MARION ENG	FOUND
1008	1763762.507	606761.662	CIRC	NO ID	FOUND
1009	1763764.044	606554.373	CIRC	LB 8465	SET
1012	1763760.632	606930.914	CMON	NO ID	FOUND
1013	1763760.833	606890.981	CIRC	LB 8465	SET
1014	1763762.048	606801.738	CIRC	LB 8465	SET
1015	1763762.747	606721.723	CNL	LB 8465	SET
7000	1763863.274	606700.535	CIRC	NO ID	FOUND
7001	1763863.011	606722.566	CIRC	LS 2893	FOUND
7002	1763862.613	606752.685	CIRC	LS 2893	FOUND
7003	1763862.126	606762.421	CIRC	LS 2893	FOUND
7004	1763861.572	606832.587	CIRC	NO ID	FOUND
7005	1763950.981	606553.603	CMON	NO ID	FOUND
7006	1763949.402	606701.468	CIRC	NO ID	FOUND
7007	1763948.77	606753.399	CIRC	LS 2893	FOUND
7008	1763947.864	606833.304	CIRC	NO ID	FOUND
7009	1763947.647	606891.694	CIRC	NO ID	FOUND
7010	1763947.53	606875.911	CIRC	NO ID	FOUND
7011	1763865.022	606555.006	CIRC	LB 8465	SET
7012	1763863.915	606649.916	CIRC	LB 8465	SET
7013	1763862.028	606801.587	CIRC	LB 8465	SET
7014	1763950.038	606649.874	CIRC	LB 8465	SET

DESC = DESCRIPTION
CIRC = 5/8" IRON ROD AND CAP
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
CMON = 4X4 CONCRETE MONUMENT
CNL = NAIL AND DISK

BENCHMARKS:

ID	NORTHING	EASTING	ELEVATION	DESC	STAMP
1006	1763951.102	606569.728	69.515	CNL	LB 8465
1007	1763826.411	606588.714	68.995	CIRC	LB 8465
1009	1763764.044	606554.373	69.248	CIRC	LB 8465

GPS COORDINATES SHOWN HERE ARE IN REFERENCE TO THE NORTH AMERICAN DATUM OF 1983. THE PROJECTION IS STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE. VERTICAL CONTROL IS IN REFERENCE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. VERTICAL CONTROL WAS ESTABLISHED WITH GPS STATIC SESSIONS AND CONVENTIONAL CONTROL LEVELS. STATIC OBSERVATIONS WERE POST PROCESSED WITH THE FLORIDA PERMANENT REFERENCE NETWORK COMPUTATION SYSTEM AND NATIONAL GEOLOGICAL SURVEY'S EXTENDED POST PROCESSING AND COMPARED. STATIC SESSIONS WERE OBSERVED ON 3 HOUR INTERVALS.

SURVEYOR'S NOTES:

1. MEASUREMENTS DEPICTED ON THIS MAP WERE TAKEN UNDER THE RESPONSIBILTIY AND CHARGE OF JONATHAN FLOWERS AND WERE COLLECTED IN ACCORDANCE WITH MINIMAL STANDARDS PER 5J-17.051 ADDITIONS OR DELETIONS TO THIS SURVEY ARE NOT PERMITTED WITHOUT CONSENT.
2. BEARINGS DEPICTED ON THIS MAP ARE BASED GEODETIC NORTH AND REDUNDANT GPS OBSERVATIONS.
3. ONLY VISIBLE, MARKED, OR ACCESSIBLE UTILITIES WERE LOCATED DURING THE COURSE OF THIS SURVEY.
4. LANDS SHOWN MAY OR MAY NOT BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER USES THAT A REASONABLE TITLE SEARCH COULD DISCOVER.
5. ORIGINAL DESCRIPTION WAS EDITED TO CAPTURE CHANGES MADE SINCE ORIGINAL DESCRIPTION .
6. NO TITLE COMMITMENT WAS PROVIDED TO THE SURVEYOR AT TIME OF SURVEY.
7. INTERIOR CORNERS FOR PARCEL 22715-000-00 NOT SHOWN AS THIS PARCEL WAS COMBINED WITH THE SUBJECT PARCEL.
8. THE DESCRIPTION SHOWN BELOW WAS CREATED BY THE SURVEYOR OF RECORD AT TIME OF SURVEY TO CAPTURE THE NEW CONFIGURATION OF THIS PARCEL.
9. ENCROACHMENT FOUND ON PARCEL 1, SHOWN ON SURVEY.
10. CENTERLINE SHOWN IS ONE OF RECORD BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING.
11. REMAINING PORTION OF 60' FOOT RIGHT OF WAY ALSO KNOWN AS 25TH STREET AS SEEN IN THE PLAT OF WESTEND OCALA , PLAT BOOK A, PAGE 78 IS CURRENTLY IN THE PROCESS OF BEING ABROGATED. ONCE THE ABROGATION IS COMPLETE THIS SURVEY WILL BE UPDATED TO INCLUDE THE INSTRUMENT, AND OFFICIAL BOOK AND PAGE FOR THAT ABROGATION.
12. RESOLUTION 78-43 DEALING WITH THE PRIVATE ROAD SHOWN ON THE RHEINAUER'S ADDITION TO MARTI CITY, PLAT BOOK A, PAGE 112 AUTHORIZED THE CITY TO EXECUTE QUIT-CLAIM DEEDS FOR ADJACENT LAND OWNERS UPON WRITTEN REQUEST AND PAYMENT OF RECORDING FEES. NO SUCH QUIT-CLAIM DEEDS WERE FOUND AT TIME OF SURVEY.

DESCRIPTION:

PARCEL 1
A PART OF BLOCK 111 RHEINAUER'S ADDITION TO MARTI CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 112, PUBLIC RECORDS OF MARION COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF BLOCK 91, LOT 30 OF RHEINAUER'S ADDITION TO MARTI CITY THENCE N.89°42'45" W., 39.94' FEET TO THE POINT OF BEGINNING, THENCE N.89°13'12"W., 89.25' FEET, THENCE N 00°05'12" W., 99.98' FEET, THENCE S.89°09'26"E., 31.00' FEET, THENCE N.00°28'34"E., 86.29' FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5783.4' FEET AND A CHORD BEARING AND DISTANCE OF S.89°47'13"E., 58.39'FEET, THENCE S.00°13'07"W., 186.82' BACK TO THE POINT OF BEGINNING .

PARCEL 2
COMMENCING AT THE SE CORNER OF BLOCK 91, LOT 30 OF RHEINAUER'S ADDITION TO MARTI CITY THENCE N.89°25'15"W., 209.21' FEET TO THE POINT OF BEGINNING, THENCE N.89°33'21"W., 167.36' FEET, THENCE N.00°14'10"W., 186.94' FEET, THENCE S.89°23'17"E., 147.87' FEET, THENCE S.00°37'14"W., 86.13' FEET, THENCE S.89°18'58"E., 22.03' THENCE S.00°28'54"W., 100.27' FEET, BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

THIS SURVEY MAP AND ANY COPIES ARE NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE OF JONATHAN FLOWERS. A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AS DEFINED IN 177.503, (1).

JONATHAN D. FLOWERS
License Number 7124
STATE OF FLORIDA
Professional Surveyor and Mapper

Jonathan Flowers
Digitally signed by Jonathan Flowers
Date: 2026.01.06 12:17:43 -05'00'

JONATHAN FLOWERS, PSM 7124, 5640 SE 44TH AVENUE, OCALA FLORIDA 34480

SHEET 1 OF 1

REPSET SURVEY LLC

LB# 8465
13125 SW 16TH ST RD
OCALA, FLORIDA
34481

A MINORITY BUSINESS ENTERPRISE

SURVEYED BY: J.FLOWERS, M.GREEN, K.GLAZE
DATE SURVEYED: 06-14-2024 THRU 06-17-2024
DRAWN BY: J.FLOWERS
DATE DRAWN: 07-03-2024
REVIEWED BY:J.FLOWERS
REVIEW DATE:07-17-2025
REVISED: 01-06-2026

DWG FILE: 565_REVISE.DWG

SITE ADDRESS:

1734 W SILVER SPRINGS BLVD, OCALA FL, 34475

Breah Miller

From: Kelly Roberts
Sent: Tuesday, March 31, 2026 7:26 AM
To: Endira Madraveren
Cc: Janiece Lucky; Breah Miller
Subject: RE: Abrogation Request - Legacy View Church

Endira:

I have reviewed the updated description provided by Jonathan Flowers and find it acceptable for use in processing the subject abrogation request. Further, I have no objection to the abrogation of this right-of-way as proposed.

R. Kelly Roberts, P.S.M.
Chief Land Surveyor

City of Ocala
1805 N.E. 30th Ave. Bldg. 700a
Ocala, Florida 34470
Phone: (352) 351-6741
Mobile: (352) 789-5660
Fax: (352) 351-6726
rroberts@ocalafl.gov

From: Endira Madraveren <emadraveren@ocalafl.gov>
Sent: Monday, March 30, 2026 8:41 AM
To: Kelly Roberts <rroberts@ocalafl.gov>
Cc: Janiece Lucky <jlucky@ocalafl.gov>; Breah Miller <bmiller@ocalafl.gov>
Subject: FW: Abrogation Request - Legacy View Church

Kelly,

We received this legal from the property owner's surveyor on Saturday. It is vastly different from the one you provided on the 4th. Do you mind verifying that this legal is the one that we should utilize for the abrogation?

Thank you!

Endira Madraveren, AICP
Chief Planning Official
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8440
Cell: 352-502-5927 | emadraveren@ocalafl.gov

Breah Miller

From: Darren Park
Sent: Monday, March 23, 2026 8:01 AM
To: Breah Miller; Cloretha McReynolds; Danielle Phillips; TaxTeam@duke-energy.com; Dwayne Drake; Kelly Roberts; lmeahl@tecoenergy.com; Dwayne.Leachman@charter.com; Noel J. Cooper; Ocala Telecommunications; Hurley, Owen; Paul.Christopher@cox.com; Payal Pandya; Richard Ragosta; TJ Fulmer; Tom Casey; Tracy L. Taylor
Cc: Endira Madraveren; Aubrey Hale
Subject: RE: Abrogation Request (ABR26-0001)
Attachments: ABROGATION REQUEST 25TH STREET_LEGAL_DESCRIPTION.docx; 565 _FINAL_APPROVED_SIGNED_PRINT.pdf; Abrogation_Signed_Notorizzed.pdf

Breah,

See Public Works' responses below.

Thanks,

Darren Park
Director, Public Works
1805 NE 30th Ave, Bldg 300
Ocala, FL 34470
Phone: 352-351-6733
dpark@ocalafl.gov



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

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Friday, March 20, 2026 10:24 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; TaxTeam@duke-energy.com; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; lmeahl@tecoenergy.com; Dwayne.Leachman@charter.com; Noel J. Cooper <NCooper@ocalafl.gov>; Ocala Telecommunications <Telecom@ocalafl.gov>; Hurley, Owen <owen.hurley@lumen.com>; Paul.Christopher@cox.com; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; TJ Fulmer <TFulmer@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>

Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>
Subject: Abrogation Request (ABR26-0001)

Good morning,

The City of Ocala has received a request to abrogate a portion of 25th Street located between Blocks 91 and 111, as depicted on the plat of West End Ocala, recorded in Plat Book A, Page 78, lying within Section 13, Township 15 South, Range 21 East. Attached is the application and survey for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location – P/W has no utilities at this location
- Any anticipated future need for use of the subject area – P/W has no future need for this area
- Any objections to the abrogation request – P/W has no objection to abrogation request

If you have any comments on the proposed abrogation, please email me (bmiller@ocalafl.gov) or "reply all" by close of business on **April 3rd, 2026**.

Breah Miller

Planner II

Growth Management

City of Ocala

201 SE 3rd St – 2nd Floor

Ocala, FL 34471

Phone # (352) 629-8341

bmiller@ocalafl.gov

Breah Miller

From: Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Sent: Friday, March 20, 2026 10:57 AM
To: Breah Miller
Cc: Endira Madraveren; Aubrey Hale
Subject: RE: [EXTERNAL] Abrogation Request (ABR26-0001)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This would be Cox Cable facilities in the area and not Spectrum. Thanks

Spectrum

Dwayne Leachman | Construction Supervisor Citrus and Marion Counties | 407-532-8510
10357 US. Hwy. 441 | Belleview, FL. 34420 | 2850 S. Lecanto Hwy. | Lecanto, FL. 34461

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Friday, March 20, 2026 10:24 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; TaxTeam@duke-energy.com; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; lmeahl@tecoenergy.com; Leachman, Dwayne D <Dwayne.Leachman@charter.com>; Noel J. Cooper <NCooper@ocalafl.gov>; Ocala Telecommunications <Telecom@ocalafl.gov>; Hurley, Owen <owen.hurley@lumen.com>; Paul.Christopher@cox.com; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; TJ Fulmer <TFulmer@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>
Subject: [EXTERNAL] Abrogation Request (ABR26-0001)

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Good morning,

The City of Ocala has received a request to abrogate a portion of 25th Street located between Blocks 91 and 111, as depicted on the plat of West End Ocala, recorded in Plat Book A, Page 78, lying within Section 13, Township 15 South, Range 21 East. Attached is the application and survey for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

Breah Miller

From: Meahl, Landon <LMeahl@tecoenergy.com>
Sent: Friday, March 20, 2026 12:18 PM
To: Breah Miller
Subject: RE: Abrogation Request (ABR26-0001)

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

TECO PGS does not have any facilities within the bounds of this parcel and has no objections to this abrogation request.

Thank you,

Landon Meahl | Gas Design Project Manager | Engineering Services
407.408.5566 | 316 SW 33rd Ave | Ocala, FL 34474
lmeahl@tecoenergy.com

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Friday, March 20, 2026 10:24 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; TaxTeam@duke-energy.com; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Meahl, Landon <LMeahl@tecoenergy.com>; Dwayne.Leachman@charter.com; Noel J. Cooper <NCooper@ocalafl.gov>; Ocala Telecommunications <Telecom@ocalafl.gov>; Hurley, Owen <owen.hurley@lumen.com>; Paul.Christopher@cox.com; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; TJ Fulmer <TFulmer@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>
Subject: Abrogation Request (ABR26-0001)

***Exercise Caution - This is an external email.
Beware of links or attachments from external sources. If you are unsure, click "Forward to Phishing" to submit for review.**

Good morning,

The City of Ocala has received a request to abrogate a portion of 25th Street located between Blocks 91 and 111, as depicted on the plat of West End Ocala, recorded in Plat Book A, Page 78, lying within Section 13, Township 15

Breah Miller

From: Charles Johnston
Sent: Monday, March 23, 2026 1:27 PM
To: Payal Pandya
Cc: Breah Miller
Subject: RE: Abrogation Request (ABR26-0001)
Attachments: ABR265-0001 Report.pdf

Hello Payal,
I have reviewed this parcel requested for abrogation. This parcel is free of city of Ocala Infrastructure. Please see my report attached above for additional observations.
Thank you,

GRATEFUL for the Opportunity
to Serve The CITY of OCALA

Cordially,

Charles Johnston
Engineering Technician I
of the City Engineer's Office

Stormwater Engineering Division
CITY of OCALA - Public Works Complex
1805 NE 30th Ave, Bldg 300, Ocala, FL 34470
Direct Telephone No: (352) 351-6727

cjohnston@ocalafl.gov

OCALA
City Engineer's Office

The CITY of OCALA Provides Fiscally Responsible Services
Consistent with the Community's Current and Future Expectations

Under Florida Law, email addresses are public record.
If you do not want your e-mail address related in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing. Effective 7/1/2006, Approved by Governor, Chapter No. 2006-232

From: Payal Pandya <PPandya@ocalafl.gov>
Sent: Monday, March 23, 2026 8:45 AM
To: Charles Johnston <cjohnston@ocalafl.gov>
Subject: FW: Abrogation Request (ABR26-0001)

Good morning Charlie,

Please check this and give me your comments.

OCALA	**Division:** **Stormwater**	**25TH St (22714-111-03)**	
		Revision #	
		Implementation Date	03/24/2026
Task: Review ABR26-0001	**1 of 1**	**Last Reviewed/Update Date**	

March 23, 2026

ABR26-0001 25th Street (22714-111-03)

A portion of 25th Street between block 91 and block 111 as shown on the plat of West End Ocala, recorded in Plat book A, page 78, Public Records of Marion County, Florida.

Adjoining Parcels

22714-111-02	Javier Reynaldo
22714-111-01	Steven Wise
22543-000-00	Rudy Harris
22546-000-00	Gregory Bess

Subject Parcel lies within a FEMA Zone of "X" and a Special Flood Hazard Area determined by Ocala Flood Study. The current ground elevation is approximately 70.0' (North American Vertical Datum of 1988).

Subject Parcel is free of City Infrastructure.

There is a City of Ocala Water Main, North of subject parcel in the South Right of Way of West Silver Springs Blvd. Florida Department of Transportation has Reinforced concrete Stormwater pipes, North of subject parcel in the South Right of Way of West Silver Springs Boulevard.
There is a City of Ocala Water Main, South of subject parcel in the North Right of way of SW Fort King Street, and a Gravity Main in the center of SW Fort King.

There is a fence line West of parcel 22546-000-00 that appears to encroach onto subject parcel between 15 and 16 feet. There is a roofed area across the West boundary of parcel 22546-000-00 that appears to encroach onto subject parcel.

There is a dirt path across the West portion of subject parcel, apparent of ingress, egress and crossing. There are existing trees on the East portion of subject parcel.

Observations are based on City of Ocala GIS mapping and a boundary survey by Repset Survey LLC; Certified to "Legacy View Church Inc", Dwg File 565_Revise.DWG Signed January 8, 2026. No on-site inspection was performed.

OCALA	**Division:** **Stormwater**	**25TH St (22714-111-03)**	
		Revision #	
		Implementation Date	03/24/2026
Task: Review ABR26-0001	**2 of 1**	**Last Reviewed/Update Date**	

Breah Miller

From: Richard Ragosta
Sent: Tuesday, March 24, 2026 9:11 AM
To: Breah Miller
Cc: Hector Colon
Subject: RE: Abrogation Request (ABR26-0001)

Good morning,

- The existence of any utility lines at this location – Water Resources Engineering has no utility lines at this location
- Any anticipated future need for use of the subject area - Water Resources Engineering has no future need at this location
- Any objections to the abrogation request - Water Resources Engineering has no objections at this location

If you have any questions, please feel free to contact me.

Thank you,

Richard Ragosta
Civil Engineer I
City of Ocala Water Resources
1805 NE 30th Avenue, Building 600
Ocala, FL 34470
Office: (352) 351-6793
Cell: (352) 239-4254
rragosta@ocalafl.gov

OCALA
Water Resources

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Friday, March 20, 2026 10:24 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; TaxTeam@duke-energy.com; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; lmeahl@tecoenergy.com; Dwayne.Leachman@charter.com; Noel J. Cooper <NCooper@ocalafl.gov>; Ocala Telecommunications <Telecom@ocalafl.gov>; Hurley, Owen <owen.hurley@lumen.com>; Paul.Christopher@cox.com; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; TJ Fulmer <TFulmer@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>

Breah Miller

From: Kranock, Cloey <Cloey.Kranock@lumen.com>
Sent: Monday, April 6, 2026 4:11 PM
To: Breah Miller
Cc: Wood, Kali; Garcia, Luis G
Subject: Easement Vacate/ Release - P869617 - Ocala, FL Vacate (1734 W Silver Springs Blvd)
Attachments: img-93184139-732e-4b79-8c87-51863f02f6bf; No Reservations - P869617.pdf

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Good morning!

Please find attached Lumen's official response to your request. Once you've had a chance to review it, let me know if you require any further information. Kindly acknowledge receipt of this email so I can finalize the request in our system.

Thank you,

Cloey Kranock
ROW Agent | SelectROW Team
(585)307-3877 | Cloey.Kranock@Lumen.com
Direct Report: Luis.Garcia@Lumen.com

LUMEN SELECTROW

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

4/6/26

City of Ocala
ATTN: Breah Miller
201 SE 3rd St, 2nd Floor
Ocala, FL 34471

No Reservations/No Objection

SUBJECT: Vacation of a Portion of 25th Street Between Blocks 91 and 111, 1734 W Silver Springs Blvd, Ocala, FL 34475, Marion County, FL.

To Whom It May Concern:

CENTURYLINK OF FLORIDA, INC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities. If you have any questions, please contact Cloey Kranock at (585) 307-3877, Cloey.Kranock@Lumen.com, or nre.easement@lumen.com.

Sincerely yours,

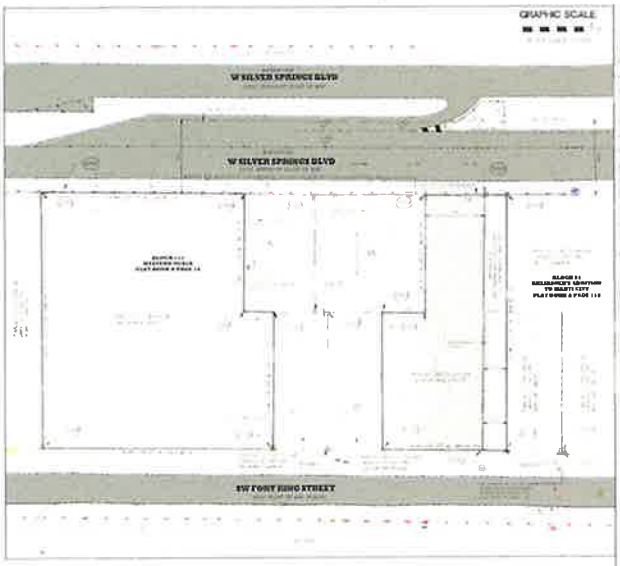
Cloey Kranock
Network Infrastructure Services
Lumen
P869617

Exhibit A

BOUNDARY, IMPROVEMENT + TOPOGRAPHIC SURVEY FOR PARCES 22714-000-00 + 22714-111-03

SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA



NORTH

LEGEND

CERTIFIED TO

MONUMENTS

SURVEYOR'S NOTES

DESCRIPTION

LINES AND CURVES

BENCHMARKS

SURVEYOR'S CERTIFICATE:

SITE ADDRESS

REPSET SURVEY LLC

Jonathan Flowers

Breah Miller

From: Dwayne Drake
Sent: Monday, April 20, 2026 11:42 AM
To: Breah Miller
Subject: FW: Abrogation Request (ABR26-0001)
Attachments: ABROGATION REQUEST 25TH STREET_LEGAL_DESCRIPTION.docx; 565 _FINAL_APPROVED_SIGNED_PRINT.pdf; Abrogation_Signed_Notorizzed.pdf

Shame on me. I am very sorry about that. I am good with the abrogation.

Dwayne Drake

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Monday, April 20, 2026 11:36 AM
To: Dwayne Drake <DDrake@ocalafl.gov>; OEU Mail <OEU@ocalafl.gov>
Subject: FW: Abrogation Request (ABR26-0001)

Hello,

I was unable to find a response from you in regards to the email below. Please let me know who within your department I should be in contact with to get the proper response. 😊

Breah Miller
Planner II
Growth Management
City of Ocala
201 SE 3rd St – 2nd Floor
Ocala, FL 34471
Phone # (352) 629-8341
bmiller@ocalafl.gov

From: Breah Miller
Sent: Monday, April 20, 2026 8:53 AM
To: Ocala Telecommunications <ocalafiber@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Sean Lanier <SLanier@ocalafl.gov>
Cc: Aubrey Hale <ahale@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>
Subject: FW: Abrogation Request (ABR26-0001)

Hello,

This serves as a follow-up regarding the abrogation request referenced below. As this is my fourth attempt to obtain feedback, I would greatly appreciate your review and any comments or objections you may have.

Thank you in advance for your time and assistance.

Outlook

RE: Abrogation Request (ABR26-0001)

From Noel J. Cooper <NCooper@ocalafl.gov>
Date Mon 4/20/2026 5:20 PM
To Breah Miller <bmiller@ocalafl.gov>; Ocala Telecommunications <ocalafiber@ocalafl.gov>; Sean Lanier <SLanier@ocalafl.gov>
Cc Aubrey Hale <ahale@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>

Breah,
Transportation Engineering does not have any anticipated future need for use of the subject area or objections to the abrogation request.

Thank you.

Noel Cooper, P.E., PTOE, PTP
Deputy City Engineer
1805 NE 30th Ave, Bldg 300
Ocala, FL 34470
352-351-6708 (p)

OCALA
City Engineer's Office

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

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Monday, April 20, 2026 8:53 AM
To: Ocala Telecommunications <ocalafiber@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Sean Lanier <SLanier@ocalafl.gov>
Cc: Aubrey Hale <ahale@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>
Subject: FW: Abrogation Request (ABR26-0001)

Hello,

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Thank you in advance for your time and assistance.

Breah Miller
Planner II
Growth Management
City of Ocala
201 SE 3rd St - 2nd Floor

Outlook

Re: Abrogation Request (ABR26-0001)

From Breah Miller <bmiller@ocalafl.gov>
Date Tue 4/21/2026 3:57 PM
To Kevin Hooker <khooker@ocalafl.gov>

Thank you!

Breah Miller
Planner II
Growth Management
City of Ocala
201 SE 3rd St - 2nd Floor
Ocala, FL 34471
Phone # (352) 629-8341
bmiller@ocalafl.gov

From: Kevin Hooker <khooker@ocalafl.gov>
Sent: Tuesday, April 21, 2026 1:14 PM
To: Breah Miller <bmiller@ocalafl.gov>
Cc: Jason Cohen <jcohen@ocalafl.gov>; Jose Millan <jmillan@ocalafl.gov>; Oshane Parker <OParker@ocalafl.gov>
Subject: RE: Abrogation Request (ABR26-0001)

I am very sorry about the delay.

I have checked our prints, and we have no facilities in that area.

Ocala Fiber is clear of that area.

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Monday, April 20, 2026 8:53 AM
To: Ocala Telecommunications <ocalafiber@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Sean Lanier <SLanier@ocalafl.gov>
Cc: Aubrey Hale <ahale@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>
Subject: FW: Abrogation Request (ABR26-0001)

Hello,

This serves as a follow-up regarding the abrogation request referenced below. As this is my fourth attempt to obtain feedback, I would greatly appreciate your review and any comments or objections you may have.

Breah Miller

From: Williams, Bryan (CCI-Southeast) <bryan.williams6@cox.com>
Sent: Wednesday, April 8, 2026 12:55 PM
To: Breah Miller
Cc: Christopher, Paul A (CCI-Florida)
Subject: Abrogation Request (ABR26-0001)
Attachments: 565 FINAL APPROVED COX.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As discussed here is the facilities marked up on your drawing. Let me know if anything changes! Have a good week.

Regards,

Bryan Williams
Construction Planner I

Mobile (352) 966-8107
Email bryan.williams6@cox.com
6020 NW 43rd ST, Gainesville, FL

From: Christopher, Paul A (CCI-Florida) <Paul.Christopher@cox.com>
Sent: Tuesday, April 7, 2026 9:13 AM
To: Williams, Bryan (CCI-Southeast) <bryan.williams6@cox.com>
Subject: Fw: [EXTERNAL] Fw: Abrogation Request (ABR26-0001)

Bryan,
I think I forwarded this to you, can you look at this and complete mark ups as needed?
Thank you sir,

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Tuesday, April 7, 2026 8:50 AM
To: Ocala Telecommunications <ocalafiber@ocalafl.gov>; Ocala Telecommunications <ocalafiber@ocalafl.gov>; Christopher, Paul A (CCI-Florida) <Paul.Christopher@cox.com>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>

BOUNDARY IMPROVEMENT + TOPOGRAPHIC SURVEY FOR PARCES 22714-000-00 + 22714-111-03

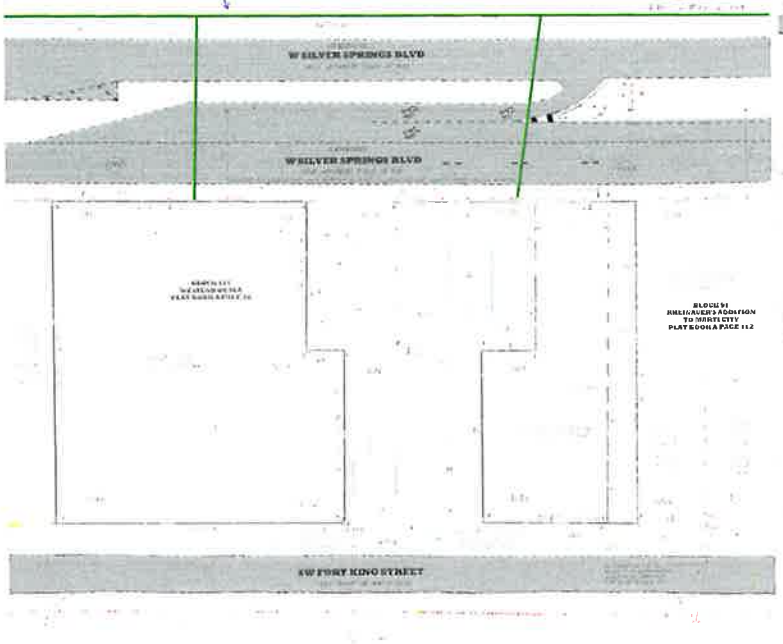
SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA

Repset Survey

COX aerial facilities

GRAPHIC SCALE



NORTH

LEGEND:

MONUMENTS:

CERTIFIED TO:

SURVEYOR'S NOTES:

DESCRIPTION:

LINES AND CURVES:

BENCHMARKS:

SURVEYOR'S CERTIFICATE:

JONATHAN D. FLOWERS License Number 7124 STATE OF FLORIDA Professional Surveyor and Mapper

Jonathan Flowers

REPSET SURVEY LLC

SITE ADDRESS:

SHEET 1 OF 1

Outlook

RE: Abrogation Request (ABR26-0001)

From JD Purcell <jdpurcell@ocalafl.gov>
Date Tue 4/28/2026 2:34 PM
To Breah Miller <bmiller@ocalafl.gov>
Cc Endira Madraveren <emadraveren@ocalafl.gov>

Good afternoon,

Electric has no objections to the abrogation request.

Respectfully,

J. D. Purcell
Electric Engineering Supervisor
1805 NE 30TH AV, Bldg 400
Ocala, FL 34470
(352) 351 – 6624
jdpurcell@ocalafl.gov

OCALA
Electric Utility

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

From: Breah Miller <bmiller@ocalafl.gov>
Sent: Tuesday, April 21, 2026 3:57 PM
To: JD Purcell <jdpurcell@ocalafl.gov>
Subject: Re: Abrogation Request (ABR26-0001)

Please see attached.

Breah Miller

Planner II

Growth Management

City of Ocala

201 SE 3rd St – 2nd Floor

Ocala, FL 34471

78

ANNULLED AND/OR VACATED, IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 98-R-20 RECORDED IN OFFICIAL RECORD BOOK 2545, PAGE 091.
A-78

A-76
ANNULLED AND/OR VACATED, IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 00-R-267 RECORDED IN OFFICIAL RECORD BOOK 2842, PAGE 1023.

ANNULLED AND/OR VACATED IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 97R216 RECORDED IN OFFICIAL RECORD BOOK 2398 PAGE 0784

ANNULLED AND/OR VACATED IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 95 R 78 RECORDED IN OFFICIAL RECORD BOOK 2306 PAGE 1465

A - 78

ANNULLED AND/OR VACATED IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 98-R-267 RECORDED IN OFFICIAL RECORD BOOK 2842, PAGE 0234-0235
A-76

ANNULLED AND/OR VACATED IN PART OR WHOLE BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 98-R-20 RECORDED IN OFFICIAL RECORD BOOK 2545, PAGE 0910
A-78

Recorded this 23 day of April A.D. 1892
D.A. Miller Clerk.
By S.T. Sistrunk D.C.

OCALA AND SILVER SPRINGS CO.

TOWN. 15 S. R. 21 E.

TOWN 15 S. R. 22 E.

Belmont Ave
Chicago Ave
Santa Fe Ave.
Park Ave
Madison Ave.
Greenwood Boulevard
Lincoln Ave
Lexington Ave
Brooklyn Ave
Manhattan Ave
Main St. Boulevard
New York Ave
Pennsylvania Ave
Ohio Ave
Indiana Ave
Michigan Ave
Oakwood Boulevard
Florida Ave
Arlington Ave
Warren Ave
Broadway
Fairmount Ave
Wohnetta Ave
Ocala Ave
Suwannee Ave
Washington Boulevard
Wabash Ave
Seminole Ave
Hiawatha Ave
Columbia Ave
Prospect Ave

571	541	491	481	471	461	451	441	431	421	411	401	391	381	371	361	351	341	331	321
572	542	492	482	472	462	452	442	432	422	412	402	392	382	372	362	352	342	332	322
573	543	493	483	473	463	453	443	433	423	413	403	393	383	373	363	353	343	333	323
574	544	494	484	474	464	454	444	434	424	414	404	394	384	374	364	354	344	334	324
575	545	495	485	475	465	455	445	435	425	415	405	395	385	375	365	355	345	335	325
576	546	496	486	476	466	456	446	436	426	416	406	396	386	376	366	356	346	336	326
577	547	497	487	477	467	457	447	437	427	417	407	397	387	377	367	357	347	337	327
578	548	498	488	478	468	458	448	438	428	418	408	398	388	378	368	358	348	338	328
579	549	499	489	479	469	459	449	439	429	419	409	399	389	379	369	359	349	339	329
580	550	500	490	480	470	460	450	440	430	420	410	400	390	380	370	360	350	340	330
581	551	521	501	301	281	261	241	221	201	181	161	141	121	101	81	61	41	21	1
582	552	522	502	302	282	262	242	222	202	182	162	142	122	102	82	62	42	22	2
583	553	523	503	303	283	263	243	223	203	183	163	143	123	103	83	63	43	23	3
584	554	524	504	304	284	264	244	224	204	184	164	144	124	104	84	64	44	24	4
585	555	525	505	305	285	265	245	225	205	185	165	145	125	105	85	65	45	25	5
C.B.&Q. Agency Station	556	526	506	306	286	266	246	226	206	186	166	146	126	106	86	66	46	26	6
587	557	527	507	307	287	267	247	227	207	187	167	147	127	107	87	67	47	27	7
588	558	528	508	308	288	268	248	228	208	188	168	148	128	108	88	68	48	28	8
589	559	529	509	309	289	269	249	229	209	189	169	149	129	109	89	69	49	29	9
590	560	530	510	310	290	270	250	230	210	190	170	150	130	110	90	70	50	30	10
	563	531	511	311	291	271	251	231	211	191	171	151	131	111	91	75		31	11
		532	512	312	292	272	252	232	212	192	172	152	132	112	92			32	12
		533	513	313	293	273	253	233	213	193	173	153	133	113	93			33	13
593																		34	14
594	564	534	514	314	294	274	254	234	214	194	174	154	134	114	94				
595	565	535	515	315	295	275	255	235	215	195	175	155	135	115	95			35	15
596	566	536	516	316	296	276	256	236	216	196	176	156	136	116	96	76	56	36	16
597	567	537	517	317	297	277	257	237	217	197	177	157	137	117	97	77	57	37	17
598	568	538	518	318	298	278	258	238	218	198	178	158	138	118	98	78	58	38	18
599	569	539	519	319	299	279	259	239	219	199	179	159	139	119	99	79	59	39	19
600	570	540	520	320	300	280		240	220		180	160	140		100	80	60	40	

United States Experimental Station

Semitropical Exposition

N½ Sec. Line

Sec. Line

Sec. Line

File #: 2026-1278 Agenda Item #: 10a.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
One-year renewal of the Agreement for fuel supply and transfer services with Petroleum Traders Corporation in an amount not to exceed $3,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fleet Department oversees the management of approximately 925,000 gallons of fuel annually for City vehicles and equipment. To optimize expenditures, staff secured a contract for bulk gasoline and diesel deliveries at wholesale rates, which led to significant cost savings relative to retail pricing.

On March 10, 2023, the City of Ocala, in collaboration with Marion County Public Schools ("School Board"), issued a joint solicitation (Bid No. 3980GM) to secure more favorable vendor pricing. Subsequently, on June 6, 2023, City Council authorized Munis Contract No. FLT/230544 with Petroleum Traders Corporation for gasoline and diesel supply services, establishing an initial thirteen-month term from May 30, 2023, through June 30, 2024, with an amount not to exceed $2,500,000.

On August 6, 2024, City Council approved the first one-year renewal of Munis Contract No. FLT/230544 with Petroleum Traders Corporation for continued gasoline and diesel supply and transport services, extending the contract term from July 1, 2024, to June 30, 2025, with an amount not to exceed $2,500,000.

On August 5, 2025, City Council approved the second one-year renewal with Petroleum Traders Corporation, effective from July 1, 2025, through June 30, 2026, with an amount not to exceed $2,500,000.

FINDINGS AND CONCLUSIONS:
On April 22, 2026, Petroleum Traders Corporation agreed to a one-year renewal with the City and School Board, maintaining the original contract terms, conditions, and pricing. The renewal runs from July 1, 2026, to

June 30, 2027. Staff recommends approving the contract, as performance has met expectations.

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in the subsequent fiscal year.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

THIRD AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on June 7, 2023, City and Vendor entered into an Agreement for Fuel Supply and Transfer Services (the "Original Agreement"), City of Ocala Contract No. FLT/230544, following a joint solicitation with Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation"), for an initial term of thirteen (13) months, commencing May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, on August 9, 2024, City and Vendor entered into a First Amendment to Agreement for Fuel Supply and Transfer Services ("First Amendment") to extend the term of the Original Agreement for a one-year period from July 1, 2024 through June 30, 2025; and

WHEREAS, on August 8, 2025, City and Vendor entered into a Second Amendment to Agreement for Fuel Supply and Transfer Services ("Second Amendment") to extend the term of the Original Agreement, as amended, for a one-year period from July 1, 2025 through June 30, 2026; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for an additional one-year term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a one-year term commencing **JULY 1, 2026**, and continuing through **JUNE 30, 2027**.

4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **THREE MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($3,500,000)** (the "Contract Sum") over the extension term as full and complete compensation for the timely and satisfactory performance of services in accordance with the terms of the Original Agreement.

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

If to Vendor:

Petroleum Traders Corporation
Attention: Joseph Vanderpool
PO Box 2357
Ft. Wayne, Indiana 46801
Phone: 800-348-3705
E-mail: jvanderpool@petroleumtraders.com

If to City of Ocala:

Patricia Lewis, Interim Director
Procurement and Contracting Department
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

8. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Agenda Item Details

Meeting	May 26, 2026 - School Board Meeting
Category	24. Discussion (Regular Agenda Items)
Subject	24.6 D24.6 Renew Bid 3980GM – Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract
Type	Action
Fiscal Impact	Yes
Dollar Amount	5,000,000.00
Budgeted	Yes
Budget Source	General Fund - Discretionary - Departments
Recommended Action	Approve renewal of Bid 3980GM for Gasoline, Diesel, and Biodiesel
Goals	Strategic Plan Goal 4 - Fiscal Responsibility

Rationale and Methodology:
The Transportation Department and City of Ocala requests approval to renew Bid 3980GM, which provides gasoline and diesel fuel for both The School Board of Marion County, Florida and City of Ocala.

Prior Board Action Date(s):
Board Meeting: 05/13/2025 Renewed
Board Meeting: 05/28/2024 Renewed
Board Meeting: 05/09/2023 Approved

Financial History and Term/Time Frame:
The supporting vendor is Petroleum Traders Corporation of Ft. Wayne, IN. The term of this bid renewal is from July 1, 2026 through June 30, 2027. The resources required for this bid renewal are approximately $5,000,000.00 as a yearly estimate for the District. At the time of submission on this agenda, $2,891,000.00 has been encumbered in the current bid term.

Effect of Action/Results:
By approving this renewal, Bid 3980GM will continue to provide gasoline and diesel fuel to the District as-needed. This will be used for supplying buses and other vehicles used by students and staff throughout the District.

Board Policy, Florida Statutes, Admin. Code:
Board Policy 6320
Section 287, Fla. Stats. (2025)
Fla. Admin. Code R. 6A-1.012

Bid 3980GM - Gasoline Diesel and Biodiesel.pdf (538 KB)
Bid 3980GM Renewal 3 Signed Documents.pdf (814 KB)
Gasoline Diesel Biodiesel 3980GM Renewal 2 TABULATION.pdf (154 KB)
Petroleum Traders Corporation Annual Report.pdf (4 KB)

Motion & Voting

Approve renewal of Bid 3980GM for Gasoline, Diesel, and Biodiesel

Motion by Lori Conrad, second by Eric Cummings.
Final Resolution: Motion Carries
Yea: Allison Campbell, Eric Cummings, Lori Conrad, Nancy Thrower, Sarah James

§
This is a single item from this Board agenda.

Docusign Envelope ID: C88E7213-D40C-47DA-84A8-DD6B46889540

SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on June 7, 2023, City and Vendor entered into an Agreement for Fuel Supply and Transfer Services (the "Original Agreement"), City of Ocala Contract No. FLT/230544, following a joint solicitation with Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation"), for an initial term of thirteen (13) months, commencing May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, on August 9, 2024, City and Vendor entered into a First Amendment to Agreement for Fuel Supply and Transfer Services ("First Amendment") to extend the term of the Original Agreement for a one-year period from July 1, 2024 through June 30, 2025; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for an additional one-year term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Second Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a one-year term commencing **JULY 1, 2025**, and continuing through **JUNE 30, 2026**.

4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") over the extension term as full and complete compensation for the timely and satisfactory performance of services in accordance with the terms of the Original Agreement.

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

Docusign Envelope ID: C88E7213-D40C-47DA-84A8-DD6B46889540

If to Vendor:	Petroleum Traders Corporation Attention: Joseph Vanderpool PO Box 2357 Ft. Wayne, Indiana 46801 Phone: 800-348-3705 E-mail: jvanderpool@petroleumtraders.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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

Docusign Envelope ID: C88E7213-D40C-47DA-84A8-DD6B46889540

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 8/8/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BFAF374FC...

Kristen M. Dreyer
Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

DocuSigned by:
Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: C88E7213-D40C-47DA-84A8-DD6B46889540 Status: Completed

Subject: SIGNATURE: Second Amendment to Agreement Fuel Supply Transfer Services-Petroleum Traders(FLT/230544)

Source Envelope:

Document Pages: 3 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 April Adolf

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: April Adolf Location: DocuSign

8/6/2025 10:45:50 AM aadolf@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
Joseph Vanderpool jvanderpool@petroleumtraders.com Contract Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Vanderpool 1D8175B081CC4CD... Signature Adoption: Pre-selected Style Using IP Address: 184.17.61.153	Sent: 8/6/2025 11:43:06 AM Viewed: 8/6/2025 11:48:51 AM Signed: 8/6/2025 11:57:37 AM
Electronic Record and Signature Disclosure: Accepted: 8/6/2025 11:48:51 AM ID: 4e5728de-e3ff-4687-8cfe-4017370f921d		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/6/2025 11:57:38 AM Viewed: 8/8/2025 5:05:49 PM Signed: 8/8/2025 5:06:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/8/2025 5:06:26 PM Viewed: 8/8/2025 5:10:37 PM Signed: 8/8/2025 5:10:46 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 5:10:48 PM Viewed: 8/11/2025 9:27:28 AM Signed: 8/11/2025 9:27:42 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/11/2025 9:27:28 AM ID: a97331a3-807a-41a7-913e-64d000e8f9cc		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2025 11:43:06 AM
Certified Delivered	Security Checked	8/11/2025 9:27:28 AM
Signing Complete	Security Checked	8/11/2025 9:27:42 AM
Completed	Security Checked	8/11/2025 9:27:42 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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.

Item Details

File Number: 2025-1622

ID #:	2025-1622	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/07/2025
Presented By: :				**Final Action:**	08/05/2025

rmal Title: Approve one-year renewal of the Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

Internal Notes:

Target Meeting: 08/05/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Second Amendment - Fuel Supply and Transfer Services - Petroleum Traders Corporation (FLT 230544), MCPC - Petroleum Traders - Agreement to Renew Bid, Fully Executed - First Amendment to Agreement (Renewal), 8-6-2024 Council Approval (Renewal), Fully Executed - Original Agreement - Fuel Supply and Transport Services - Petroleum Traders Corp. (FLT 230544), 3-10-2023 Councl Approval

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cguy@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2025	Approved				Pass

Action Text:

Notes: Council Member Bethea requested clarification on the partnership with the school board on the contract. Director of Facilities & Fleet Management John King explained the City partnered with the School Board to meet the million-dollar tier requirement. Council President Dreyer questioned if the fuel gets dropped off to the school board's facility. Mr. King responded in the affirmative and stated the School District will be invoiced separately for the fuel delivery fee.

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

Aye: 4 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer

Excused: 1 Council Member Mansfield

Text of Legislative File 2025-1622

Submitted By: Christina Guy
Presentation By: John King
Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of the Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fleet Department manages approximately 925,000 gallons of fuel annually for City vehicles and equipment. Procuring a contract for bulk gasoline and diesel fuel deliveries at wholesale prices provides significant savings over retail rates.
On March 10, 2023, the City of Ocala and Marion County Public Schools ("School Board") issued a joint solicitation, Bid No. 3980GM, to obtain better pricing from vendors. On June 6, 2023, City Council approved the award of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply services for an initial thirteen-month term beginning May 30, 2023, and ending June 30, 2024.

FINDINGS AND CONCLUSIONS:
On August 6, 2024, City Council approved the first one-year renewal of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply and transport services beginning July 1, 2024, and ending June 30, 2025.
On April 14, 2025, Petroleum Traders Corporation agreed to renew contracts with the City and the School Board under the same terms, conditions, and pricing outlined in the Original Agreement. The School Board approved its second one-year renewal on May 12, 2025.
The contract renewal term is July 1, 2025, through June 30, 2026. Staff is satisfied with the performance of Petroleum Traders and recommends the renewal of this contract.

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in the subsequent fiscal year.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Docusign Envelope ID: F6A98155-5CC8-4BEF-BA39-E934B3D6736B

FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on April 5, 2023, the City of Ocala awarded its Agreement for Fuel Supply and Transfer Services to Petroleum Traders Corporation, Contract No. FAC200964 (the "Original Agreement"), after a joint solicitation with the Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation");

WHEREAS, the Original Agreement was for an initial term of thirteen months beginning May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, the City and School Board now desire to renew the Original Agreement for the first available renewal terms.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term commencing **JULY 1, 2024**, and continuing through **JUNE 30, 2025**.

4. **COMPENSATION.** City shall pay Vendor a price not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.

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

If to Vendor:

Petroleum Traders Corporation
Attention: Joseph Vanderpool
PO Box 2357
Ft. Wayne, Indiana 46801
Phone: 800-348-3705
E-mail: jvanderpool@petroleumtraders.com

Docusign Envelope ID: F6A98155-5CC8-4BEF-BA39-E934B3D6736B

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

8. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

10. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/9/2024.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Barry Mansfield
550E4A5AC2B44F7...
Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by: William E. Sexton
B07DCFC4E86E429...
Signature

City Attorney
Title

PETROLEUM TRADERS CORPORATION

DocuSigned by: Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title)

DocuSign

Certificate Of Completion

Envelope Id: F6A981555CC84BEFBA39E934B3D6736B
Status: Completed
Subject: SIGNATURE - First Amendment to Agreement for Fuel Supply and Transfer Services (FLT/230544)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/8/2024 9:17:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Vanderpool jvanderpool@petroleumtraders.com Contract Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Vanderpool 1D8175B081CC4CD... Signature Adoption: Pre-selected Style Using IP Address: 184.17.61.153	Sent: 8/8/2024 9:27:48 AM Viewed: 8/8/2024 10:23:14 AM Signed: 8/8/2024 11:42:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2024 10:23:13 AM ID: 4e0c4f58-95f3-4c5c-bd3a-6b84170a3fbb		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2024 11:42:40 AM Viewed: 8/8/2024 5:04:24 PM Signed: 8/8/2024 5:04:44 PM
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: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 216.255.253.228	Sent: 8/8/2024 5:04:45 PM Viewed: 8/9/2024 4:31:08 PM Signed: 8/9/2024 4:31:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/9/2024 4:31:19 PM Viewed: 8/9/2024 4:32:03 PM Signed: 8/9/2024 4:32:19 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/9/2024 4:32:02 PM ID: 3fa7af19-ba70-4e04-b683-97b051c64f00		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Notary Events	Signature	Timestamp

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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2024-1762

ID #:	2024-1762	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/12/2024
Presented By: :				**Final Action:**	

rmal Title: Approve one-year renewal of Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

Internal Notes:

Target Meeting: 08/06/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - First Amendment - Agreement for Fuel Supply and Transfer Services (FLT-230544), 06-05-2024 MCPS Renewal, 06-06-2023 Council Approval, Fully Executed - Fuel Supply and Transport Services - Petroleum Traders Corp. (FLT 230544)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cguy@ocalafl.gov

Effective Date:

Related Files: 2023-1240

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/06/2024	Approved				Pass

Action Text:

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

Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield

Text of Legislative File 2024-1762

Submitted By: Christina Guy
Presentation By: John King
Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of Agreement for Fuel Supply and Transfer Services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Fleet Department manages fuel for all City of Ocala (City) vehicles and equipment. Procuring a contract for bulk fuel deliveries allows the City to purchase fuel at wholesale rates. On March 10, 2023, the City of Ocala and Marion County Public Schools ("School Board") issued a joint solicitation, Bid No. 3980GM, to obtain better pricing from vendors.

FINDINGS AND CONCLUSIONS:
On June 6, 2023, City Council approved the City's award of Contract No. FLT/230544 to Petroleum Traders Corporation for gasoline and diesel supply and transport services for an initial thirteen-month term beginning May 30, 2023, and ending June 30, 2024.
On April 22, 2024, Petroleum Traders Corporation agreed to renew contracts with the City and the School Board under the same terms, conditions and pricing set forth in the Original Agreement. The School Board approved its one-year renewal on May 28, 2024.
The renewal term is July 1, 2024, through June 30, 2025. This bulk fuel contract will save the City an estimated $371,960 annually over retail costs. Staff is satisfied with the performance of Petroleum Traders and recommends the renewal of this contract.

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in subsequent fiscal years.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This First Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

DocuSign Envelope ID: 2CCA6D3E-2588-4A5F-A8C4-3CB3785651A0

AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION** a foreign for-profit corporation duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1462227) ("Contractor").

WHEREAS, on April 5, 2023, the City of Ocala, and the School Board of Marion County (the "School Board") issued a joint Invitation to Bid ("ITB"), **Bid No. 3980GM** for the provision of providing gasoline and diesel fuel to both the City and the School Board (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Petroleum Traders Corporation was found to be the lowest; and

WHEREAS, Petroleum Traders Corporation was chosen as the intended awardee to supply and deliver gasoline and diesel fuel to the City and School Board ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-8)
      Exhibit B: Bid Tabulation (B-1 through B-2)
      Exhibit C: General Conditions (C-1 through C-34)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit C.
3. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Solicitation Documents are modified and replaced, in their entirety, as follows:
   a. The terms "Marion County," "County," or "Board of County Commissioners" shall be replaced and intended to refer to the "City of Ocala".
   b. The term "Bidder" shall be replaced by the term "Contractor" and shall be intended to refer to Petroleum Traders Corporation".
4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Contractor, this Agreement and all of its

Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents and prices set forth in **Exhibit B – Bid Tabulation.**
   A. **Invoice Submission**. Contractor shall invoice after the delivery of goods. Invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided a coversheet for their invoices which must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet Management Department**, Attn: **Ashley Rothchild, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: arothchild@ocalafl.org.
   B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
   C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
   E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
   F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MAY 30, 2023** and continue for a term of **THIRTEEN MONTHS** (13 months), through and including **JUNE 30, 2024**.

7. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
   A. Keep and maintain public records required by the public agency to perform the service.
   B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

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reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

8. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
9. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
10. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
11. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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12. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
13. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
14. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
15. **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.
16. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Petroleum Traders Corporation Attention: Joseph Vanderpool PO Box 2357 Ft. Wayne, Indiana 46801 Phone: 800-348-3705 E-mail: jvanderpool@petroleumtraders.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org

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Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

17. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

18. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

20. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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21. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
22. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
23. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
24. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
25. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
27. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
28. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
29. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on 6/7/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

DocuSigned by:
Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title of Authorized Signatory)

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GENERAL SPECIFICATIONS

1.01 **Definitions**: The Parties agree that capitalized terms shall have the meaning as described below:

"OPIS Contract Price Report" shall mean the fuel pricing service provided by the Oil Pricing Information Service (OPIS), an industry benchmark for pricing Fuel. This Contract shall use the daily average net price from the Daily Contract Report published at 10:00a.m. EST as established by OPIS and the OPIS Biodiesel Daily Report. Fuel prices are listed for terminals by regions in reports. Price will be determined using the closest appropriate terminal, namely Tampa, Florida.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include the listed grades of unleaded gasoline, diesel, and Biodiesel to be delivered to Stakeholders facilities.

"Biodiesel" or B5 shall mean an alternative Fuel consisting of a 95/5 blend of 95% ultra-low sulfur diesel fuel and 5% soybean oil.

"Markup" shall mean the Contractor's price to cover all costs associated with providing Fuel to the Stakeholders facilities as more particularly detailed in Section 1.10. Markup will mean both positive and negative numbers. Markups for fuel shall be calculated as a price per gallon basis and not quoted as a percentage. The contractor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in Section 1.11.

"Transport Delivery" shall mean a delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for fuel oil and 7,200 gallons for a combination load of gasoline and fuel oil.

"Tank Wagon Delivery" shall mean a delivery by a transport truck with a minimum delivery of 500 gallons for fuel oil or gasoline.

1.02 **Scope of Work**: This contract is to provide fuel for the School Board of Marion County and the City of Ocala. The contractor must efficiently provide fuel to meet the requirements of the Stakeholders.

Bidder/Contractor must meet the following requirements:

- Fuel will be available to all delivery points as requested by the Stakeholders. Exhibit "A" and Exhibit "B" details the current locations. The Stakeholders could have additional facilities in the future which would be required to be serviced by contract.
- Fuel costs will be determined using the daily OPIS Contract Price Report based upon the daily average net price at 10:00a.m. EST or the OPIS Daily Gross SME Biodiesel Tax Adjusted

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Market Index for Biodiesel fuels from the closest terminal used to service the facilities. Price is more particularly detailed in Section 1.09.

- Markups will be established for each type of fuel based on the minimum delivery requirements as detailed in Section 1.08. Markup for fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the Stakeholders are exempt from paying. All fuel costs will include the OPIS averages, the contractor's markup, all applicable taxes and associated fees allowed.
- The invoice price shall reflect the actual date of delivery.
- Right to inspect fuel – Random samples

1.03 **Fuel Sites and Accessibility**: All tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify the Stakeholders of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The Stakeholders shall be responsible for having proper equipment installed. The Stakeholders shall work with Contractor making a delivery to assure the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. The charges are detailed in Section 1.11.

1.04 **Delivery of Fuel**: Fuel is to be delivered to the Stakeholders tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Stakeholders. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Stakeholders and the Contractor. The Stakeholders prefer that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Stakeholders. If temperature corrected billing is used, the loading report shall give all pertinent information. The Stakeholders may be subject to a service charge if request is for same day delivery. This charge is described in 1.11.

Before unloading of fuel begins, Stakeholders personnel and contractor personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery. The Stakeholders may be subject to a backhaul charge if the Stakeholders order more fuel than the tank(s) can hold upon delivery and a portion of the fuel ordered has to be returned. This charge is described in 1.11.

Scheduled delivery service is for delivery of fuel by the contractor to the Stakeholders tank(s) under the time frame as agreed by the Contractor and the Stakeholders. Contractor will be responsible for managing fuel product levels in Stakeholders tank(s) to ensure proper levels of fuel are maintained.

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1.05 **Fault and Responsibility**: Awarded vendor will be responsible for all direct costs incurred to correct a problem. Problems may include, but not limited to, incorrect pricing, fuel spills, delivering wrong fuel to Stakeholders by contractor, cross-fueling by contractor at Stakeholder facilities, etc.

1.06 **Measurements**: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

1.07 **Fuel Terminals**: Price will be determined using the OPIS price for the Tampa terminal, on the delivery date by the Stakeholders, regardless of when or where the contractor actually obtained fuel.

1.08 **Minimum Delivery**: For contractors that utilize their own transports to make delivery, the minimum delivery on this Contract shall be 8,000 gallons for a Transport Delivery of gasoline; 7,200 gallons for a Transport Delivery for diesel; and 7,200 gallons for a combination load Transport Delivery of gasoline and diesel.

Exception Tank Wagons: An exception will be gasoline deliveries to Liberty Middle Compound and diesel generators for the School District due to the tank size.

If Contractor uses a common carrier to make delivery, the minimum delivery on this Contract shall be determined by the common carrier's minimum delivery schedule.

- Transport Delivery- For orders less than 8,000 gallons for gasoline, 7,200 gallons for diesel, 7,200 gallons for Biodiesel, or 7,200 for a combination load of gasoline and diesel, a per gallon freight charge may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

- Tank Wagon Delivery to Liberty Middle Compound and District Diesel Generators – For gasoline orders to the Liberty Middle Compound and District diesel generators, the School District reserves the right to award these to an alternate vendor due to the tank size. Typical deliveries to these locations range between 300 and 400 gallons to Liberty Middle Compund and 120 to 1400 gallons to District diesel generators.

1.09 **Prices**: Prices shall be submitted on invoices as follows:

- For gasoline and diesel: Prices will be calculated using the OPIS Daily average net price as determined by the Tampa Terminal, regardless of where the awarded vendor actually obtained fuel.
- For Biodiesel, the OPIS Gross SME Biodiesel Tax Adjusted Daily Market Index will be used.
- Contractor's Markup as determined by the Bid Offer in which delivery of fuel is made.
- All applicable fuel taxes and/or petroleum associated fees.
- All applicable delivery and/or service charges as bid.

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The Stakeholders and the contractor agree the contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the contract. The contractor agrees the price charged to the Stakeholder shall be subject to audit, and the contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Stakeholder.

1.10 **Markup**: The Markup shall be noted on the Bid Sheet as follows:

- Discount Markup- a Discount Markup shall be noted as a negative number, using either a minus sign -.xx or enclosed within parentheses (.xx). i.e. -.01 or (.01).
- Markup- All other prices will be construed as a positive number for the Markup.

The Markup or Discount Markup may include the contractor's profit and any other costs the contractor wishes to include. **Prices shall be per gallon for the Markup or Discount Markup.**

1.11 **Allowable Charges**: The Contractor may assess the following charges on the invoice if requested in the Bid offer.

- Delivery charge as allowed and described in Section 1.09.
- Freight charges will apply on all transport deliveries as defined in Section 1.08 or to the actual gallons delivered. Contractors who own their own transports must provide established freight rates with their Bid submittal. These rates must be based on the average of at least the past 12 months, with suitable documentation for the Stakeholders evaluation. If a contractor does not have an established freight rate, then the freight rate charged must be comparable to that charged by a common carrier. The Stakeholders reserves the right to modify freight rate provisions, if modifications are deemed to be in the best interests of the Stakeholders.
- Bank charges as stated on the Contractor's Bid offer for all purchases using a purchasing card program if established by the Stakeholders. This charge will be a percentage of the total invoice.
- Same day delivery charge, if any, stated on the Contractor's Bid offer.
- Pump off charge for transport delivery, if any, as stated on the Contractor's Bid offer. May be charged more than once if transport delivery truck is required to relocate to deliver to additional tanks.
- Excessive delay/demurrage charge, as stated on the Contractor's Bid offer, if contractor has to wait more than 30 minutes to begin fuel delivery.
- Back haul charge, as stated on the Contractor's Bid offer, if the Stakeholders orders more than storage tanks can hold.

1.12 **Invoicing and Payment**: The contractor agrees to be paid upon submission of properly certified invoices to the Stakeholders for fuel purchased as defined in Section 1.09 of this solicitation document. Invoices shall be submitted to the Stakeholders for each delivery made. The contractor shall submit invoices for fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to Section 287.058 of the Florida Statutes. The Stakeholders agree that payments to the contractor will be made in accordance with Section 215.422 of the Florida Statutes, and Chapter 55 of the Florida Statutes.

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1.13 **Maintenance**: The Stakeholders shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.

1.14 **Taxes**: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the Stakeholders are exempt.

The Stakeholders are exempt from Federal excise tax and is exempt from all other taxes except for:

On Gasoline:	**On Diesel:**	**On Biodiesel:**
FL State Tax	FL. State Tax	FL State Tax
Marion County Tax	Marion County Tax	Marion County Tax
Environmental	Environmental	Environmental
FL Inspection Fee	LUST Tax	LUST Tax
LUST Tax		

Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (800) 352-3671

1.15 **Availability of Product:** If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel product by either terminal, suppliers and/or the governments (local and/or federal) for any reason, then at the Stakeholders discretion, price may be adjusted as determined by the Stakeholders. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the Stakeholders based on the situation. If governmental allocations are declared, then contractors are to deliver fuel to the Stakeholders at the same percentage as allocated.

During declared emergencies or natural disasters, the Stakeholders must be given delivery priority as a first responder. School Board buses are used for transportation and evacuation of Marion County residents, and the Ocala Police Department and other City of Ocala municipal services must be able to continue operations. The School Board also has multiple facilities located throughout the District designated as emergency shelters that utilize diesel generators.

1.16 **OPIS Contract Price Report**: The contractor may subscribe to the OPIS Contract Report at OPIS website at: http://www.opisnet.com or by calling 1-888-301-2645.

1.17 **Fuel Permits**: The Stakeholders will be responsible for all facility required permits pertaining to fuel storage and handling in accordance with all local, state, and federal laws.

1.18 **Schedule and Damages**: The contractor agrees to pay any and all actual damages in the event of a default by contractor due to late completion of services. Delivery availability times can be found on Exhibit "A" and "B" found on pages 43 and 44. The contractor shall reimburse the Stakeholders for any and all re-procurement costs incurred by the Stakeholders due to contractor's failure to deliver, as well as any and all out-of-pocket expenses the Stakeholders directly or indirectly incurs related to the late delivery and/or completion of the services. The

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Stakeholders reserves the right, in addition to the imposition of actual damages, to cancel the contract by providing thirty (30) days written notice to the contractor.

1.19 **Specifications**: The Contractor will provide gasoline and diesel per the following specifications:

Gasoline:

- **Unleaded, 87 Octane**
  Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 8,000 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.
  E-10 (10% ethanol) IS acceptable for school board deliveries.

Diesel:

- **Diesel Fuel, Grade No. 2-D S15 Ultra Low Sulfur Fuel**
  Diesel fuel, grade no. 2-D S15, ultra-low sulfur fuel (.0015 mass% sulfur, 40 centane min.), for use in over-the-road diesel engine, per A.S.T.M. specification D975- 10c, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Fuel Oil:

- **Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D** for use in off the road diesel engine, per A.S.T.M. specification D975, Grade #2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

Alternative Fuels:

Biodiesel

- **Biodiesel Blend Fuel, B5 blend** (5 percent biodiesel and 95 percent petroleum diesel), for use in over-the-road diesel engine, meeting the A.S.T.M. specification D6751 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D, Ultra-Low sulfur petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

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"Exhibit A"

Marion County School Board Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
Main Compound 5470 Gainesville Road Ocala, FL 34475	Unleaded Gasoline Ultra Low Sulfur Diesel #2	6,000 gallons 20,000 gallons	5:00am to 11:00pm
Dunnellon Compound 10055 SW 80th Ave Road Dunnellon, FL 34432	Unleaded Gasoline Ultra Low Sulfur Diesel #2 (Two tanks)	2,000 gallons 8,000 gallons 8,000 gallons	9:00am to 2:00pm
Maintenance Compound 1105 SE 7th Road Ocala, FL 34474	Unleaded Gasoline Ultra Low Sulfur Diesel #2	10,000 gallons 2,000 gallons	9:00am to 1:00pm
North Marion Compound 3881 NW 155th Street Reddick, FL 32686	Unleaded Gasoline Ultra Low Sulfur Diesel #2	2,000 gallons 10,000 gallons	5:00am to 4:00pm
Lake Weir Compound 10220 SE Sunset Harbor Summerfield, FL 34491	Ultra Low Sulfur Diesel #2	12,000 gallons	5:00am to 4:00pm
Liberty Middle Compound 4773 SW 95th Street Ocala, FL 34476	Unleaded Gasoline Ultra Low Sulfur Diesel #2	10,000 gallons 12,000 gallons	5:00am to 5:00pm

Marion County School Board Diesel Generator Locations

Belleview High School 10400 SE 36th Avenue Belleview, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,025-gallon generator	As needed. Call schools for times.
Belleview Middle School 10500 SE 36th Ave Belleview, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,028-gallon generator	As needed. Call schools for times.
Ft. McCoy School 16160 NE Highway 315 Fort McCoy, Florida 32134	#2-D Ultra low sulfur diesel, dyed	250-gallon generator 113-gallon generator	As needed. Call schools for times.
Hammett Bowen Elem 4397 SW 95th Street Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	750-gallon generator	As needed. Call schools for times.
Horizon Academy 365 Marion Oaks Drive Ocala, Florida 34473	#2-D Ultra low sulfur diesel, dyed	250-gallon generator	As needed. Call schools for times.
Liberty Middle School 4773 SW 95th St Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	13,800-gallon generator	As needed. Call schools for times.
Lake Weir High School 10351 SE Maricamp Road Ocala, Florida 34491	#2-D Ultra low sulfur diesel, dyed	1,500-gallon generator	As needed. Call schools for times.
Maplewood Elementary School 4751 SE 24th St. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	200-gallon generator	As needed. Call schools for times.
North Marion High School 151 W. Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	1,025-gallon generator	As needed. Call schools for times.
North Marion Middle 2085 NW Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	150-gallon generator 1,300-gallon generator	As needed. Call schools for times.
Technical Services 1101 SW 7th Rd. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	3 250-gallon generators 1 150-gallon generator	As needed. Call schools for times.
Northwest Transportation 5470 NW Gainesville Rd. Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	625-gallon generator	As needed. Call schools for times.
Vanguard High School 7 NW 28th Street Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	765-gallon generator	As needed. Call schools for times.

The School Board of Marion County, Florida Estimated Annual Quantities

Gasoline	98,400	Gallons
Diesel	660,000	Gallons
Red Dye Diesel	0-6,000	Gallons
Gasoline to Liberty Middle	4,800	Gallons

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"Exhibit B"

City of Ocala Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
City Complex Fuel Island, 2100 NE 30th Avenue Ocala, FL 34470	Ultra Low Sulfur Diesel #2	8,000 Gallons 12,000 Gallons 18,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
City Complex Fuel Island, 2100 NE 30th Avenue Ocala, FL 34470	Unleaded Gasoline 87 Octane	8,000 Gallons 6,000 Gallons 14,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Ultra-Low Sulfur Diesel #2	10,000 Gallon Flameshield Split tank turnkey fuel system (Above Ground)	8:00AM to 2:30 PM Monday – Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Unleaded Gasoline 87 Octane		8:00AM to 2:30 PM Monday – Friday

City of Ocala Estimated Annual Quantities

Gasoline	303,579.10	Gallons
Diesel	493,618.80	Gallons

Estimated Usage per year for Fire Station #6

Gasoline	30,000	Gallons
Diesel	6,500	Gallons

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Exhibit B - Bid Tabulation

FLT/230544

SCHOOL BOARD OF MARION COUNTY FLORIDA, *"AN EQUAL OPPORTUNITY SCHOOL DISTRICT"*
Bid Tabulation Posted: 4/21/23
BID #3980GM
Bid Title: Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract ~ Term: May 30, 2023 to June 30, 2024
Date & Time Due: Wednesday, April 12, 2023 @ 2:00 PM
Board Date: May 9, 2023
Budgeted Department: Transportation and Technical Services
Estimated Budgeted Resources $ 4,500,000

	Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel	Secondary Awardee for Gas and Diesel	Awarded Biodiesel	Primary Awardee for Gas and Diesel
Vendors	**Clardy Oil Company, Ocala, FL**	**Colonial Oil Industries, Inc, Savannah, GA**	**Indigo Energy Partners, LLC, Gainesville, GA**	**Mansfield Oil Company of Gainesville, Inc., Gainesville, GA**	**Petroleum Traders Corporation, Fort Wayne, IN**
Vendor ID	CLARDY_O001	NEW	INDIGO_E000	MANSFIEL000	PETROLEU002
Drug Free Workplace	Y	Y	Y	Y	Y
Certificate of Liability	N	Y	Y	Y	N
Common Carrier Waiver	N	Y	Y	Y	Y
Certification Regarding Debarment	Y	Y	Y	Y	Y
Preference Document / %	Florida	Georgia / Reciprocal 5%	Georgia / No Preference 5%	Georgia / No Preference (Automatic 5%)	Indiana / 1%
Redacted Copy Provided	N	N	Y	N	N
Qualification Statement	Y	Y	Y	Y	Y
W-9	Y	Y	Y	Y	Y

Type of Fuel

#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
1	Gasoline, Unleaded, 87 Octane	NO BID	0.157000	0.1648500	NO BID		-$0.0033	-$0.00314	-$0.0682	-$0.06752
2	Gasoline, Unleaded, 87 Octane, E-10	$0.049000	-0.028000	-0.0266000	-0.0350	-0.0332500	-$0.0374	-$0.03553	-$0.0582	-$0.05762
3	Diesel Fuel, Grade 2D, Ultra Low Sulfur	$0.049000	-0.043000	-0.0408500	-0.0300	-0.0285000	-$0.0098	-$0.00931	-$0.0452	-$0.04475
4	Biodiesel Blend Fuel, B5	NO BID	NO BID		NO BID		-$0.0098	-$0.00931	NO BID	
5	Gasoline, Unleaded, 87 Octane, E-10, Delivered to Liberty Middle School (500 gal tank)	ALL BIDS REJECTED								
6	Ultra Low Sulfer Diesel Fuel, Red Dye, Grade No. 2-D, Delivered to Diesel Generator Sites	$0.990000	$0.862000	$0.90510	NO BID		NO BID		NO BID	

Allowable Fees

#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
7	Freight Charges: Gasoline, per gallon	$0.06312	$0.1111	$0.116655	$0.0760	$0.079800	$0.0846	$0.08883	$0.0772	$0.077972
8	Freight Charges: Diesel, per gallon	$0.07138	$0.1149	$0.120645	$0.0858	$0.090090	$0.0893	$0.09377	$0.0893	$0.090193
9	Freight Charges: Bio-Diesel, per gallon	NO BID	NO BID		NO BID		$0.0893	$0.09377	NO BID	
10	Bank Card Charge/ P-Card Charge, % upcharge	NO BID	3%		4%		3.5%		NO BID	
11	Same Day Delivery Charge, per delivery	$100.00	$350.00		$75.00		$100.00		$100.00	
12	Pump Off Charge, per delivery	$50.00	$70.00		$65.00		$50.00		$60.00	
13	Multiple Stop Delivery, per stop	$50.00	$50.00		$65.00		$50.00		$50.00	
14	Demurrage/ Excessive Delay Charge, per delivery	$80.00	$95/Hr		$100/Hr		$75/Per hour		$100/ per hour	
15	Back Haul Charge, per daily deliveries	$250.00	$350.00		$250.00		$200.00		$450.00	
16	Less than Transport Load Charge, per gallon	$0.075	$0.1111		$0.0810		$0.0893		$0.0800	

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SCHOOL BOARD OF MARION COUNTY FLORIDA, *"AN EQUAL OPPORTUNITY SCHOOL DISTRICT"*

Bid Tabulation Posted: 4/21/23

BID #3980GM

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Board Date: May 9, 2023

Budgeted Department: Transportation and Technical Services

Estimated Budgeted Resources $ 4,500,000

		Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel		Secondary Awardee for Gas and Diesel		Awarded Biodiesel		Primary Awardee for Gas and Diesel	
	Vendors	**Clardy Oil Company, Ocala, FL**	**Colonial Oil Industries, Inc, Savannah, GA**		**Indigo Energy Partners, LLC, Gainesville, GA**		**Mansfield Oil Company of Gainesville, Inc., Gainesville, GA**		**Petroleum Traders Corporation, Fort Wayne, IN**	
	Bulk Fuel									
	Gasoline Markup Plus Freight		$0.268100	$0.281505			$0.081300	$0.085695	**$0.009000**	**$0.010454**
	Gasoline (E-10) Markup Plus Freight	$0.112120	$0.083100	$0.090055	**$0.041000**	**$0.046550**	$0.047200	$0.053300	**$0.019000**	**$0.020354**
	Diesel Markup Plus Freight	$0.120380	$0.071900	$0.079795	**$0.055800**	**$0.061590**	$0.079500	$0.084455	**$0.044100**	**$0.045445**
	Biodiesel Markup Plus Freight	NO BID	NO BID		NO BID		**$0.079500**	**$0.084455**	NO BID	
	Red Dye Diesel									
	Red Dye Diesel Markup Plus Freight	**$1.0614**	**$0.9769**	**$1.0257**	NO BID		NO BID		NO BID	
	Calculation for Estimated Quantities in Bid for MCPS									
	gasoline - 98,400g	$11,032.61	$8,177.04	$8,861.41	$4,034.40	$4,580.52	$4,644.48	$5,244.72	$1,869.60	$2,002.83
	diesel - 660,000g	$79,450.80	$47,454.00	$52,664.70	$36,828.00	$40,649.40	$52,470.00	$55,740.30	$29,106.00	$29,993.70
	TOTAL	$90,483.41	$55,631.04	$61,526.11	$40,862.40	$45,229.92	$57,114.48	$60,985.02	**$30,975.60**	**$31,996.53**
	Calculation for Estimated Quantities in Bid for City of Ocala									
	Gasoline - 330,579.10g	$37,064.53	$27,471.12	$29,770.30	$13,553.74	$15,388.46	$15,603.33	$17,619.87	$6,281.00	$6,728.61
	Diesel - 500,118.8g	$60,204.30	$35,958.54	$39,906.98	$27,906.63	$30,802.32	$39,759.44	$42,237.53	$22,055.24	$22,727.90
	TOTAL	$97,268.83	$63,429.66	$69,677.28	$41,460.37	$46,190.77	$55,362.78	$59,857.40	$28,336.24	$29,456.51
	Grand Total for Bulk Fuel to Both City of Ocala and The School Board of Marion County, Florida	$187,752.24	$119,060.70	$131,203.39	**$82,322.77**	**$91,420.69**	$112,477.26	$120,842.42	**$59,311.84**	**$61,453.04**

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Exhibit C

General Conditions, Instructions and Information for Bidders

Sealed Bids: One copy of the executed Invitation to Bid page and Proposal Form page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein (all General Conditions on the attached bid documents and any addenda issued thereto). Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten if submitted as a manual document. If the bid is hosted by a third-party company, all bid forms must be completed electronically. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.

2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total (if applicable). Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for a payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

4. **TAXES:** All Stakeholders are exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8012622222C-6, and the City of Ocala 59-6000392 appears on each purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School Board-owned real property as defined in §192, Fla. Stat. (2022).

5. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. School Board is not responsible for Bidder's failure to obtain complete bidding documents. School Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda.

6. **TERM:** Bidder warrants by virtue of bidding that price(s) shall remain firm for a period of (1) year from the date of Board Approval or time stated in special conditions.

7. **USE OF OTHER CONTRACTS:** Stakeholders reserve the right to utilize any other State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Fla. Admin. Code R. 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. Stakeholders also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

8. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida. This Florida Statute applies to purchases of personal property. **If applicable to this bid, the details for Florida Preference will be indicated under special conditions**.

9. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

10. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the re-examination testing, where such has been established by UL for the items offered and furnished.

11. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in the space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Stakeholder's intent to rule out other competition; therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The School Board shall be the sole judge concerning the merits of the bids submitted.

    Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other- than-specified items offered require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

13. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such

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repairs and/or replacements immediately upon receiving notice from the School Board.

14. **PRODUCT TESTING:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Stakeholders.

15. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Stakeholders will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the materials and/or services supplied to the Stakeholders are found to be defective or do not conform to specifications, the Stakeholders reserve the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

16. **FACILITIES:** School Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice. School Board may use the information obtained from this inspection in determining whether a Bidder is a responsible Bidder.

17. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Stakeholders may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

18. **COPYRIGHTS OR PATENT RIGHTS:** The Awarded Proposer, without exception, shall indemnify and save harmless Stakeholders and their employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the Stakeholders, or copyright, it is mutually understood and agreed without exception that the bid prices include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

    All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by Stakeholders, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Proposer shall defend, indemnify and hold the Stakeholders and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by Proposer of any third-party trade secret in connection with any of the foregoing. Proposer will indemnify and hold harmless the Stakeholders from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the Stakeholders. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

19. **MANUFACTURER'S CERTIFICATION:** The School Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

20. **OCCUPATIONAL HEALTH AND SAFETY:** A Safety Data Sheet (SDS) must be submitted with the bid submittal for all hazardous materials and chemicals or at the request of the School Board. Failure to submit the required SDS may be cause for rejection of the bid submittal. The SDS shall also be provided with the initial shipment and shall be revised on a timely basis as appropriate. The SDS must include the following information:

    A. The chemical name and the common name of the toxic substance.

    B. The hazards or other risks in the use of the toxic substance, including:
        1. The potential for fire, explosion, corrosion and reactivity.
        2. The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
        3. The primary routes of entry and symptoms of overexposure.

    C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance; including appropriate emergency treatment in case of overexposure.

    D. The emergency procedure for spills, fire, disposal, and first aid.

    E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

    F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014. Telephone: 1-800-367-4378.

21. **OSHA:** The bidder warrants that the product/services supplied to the Stakeholders shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended; and failure to comply with this condition will be considered as a breach of contract.

22. **CONSUMER PRODUCT SAFETY COMMISSION COMPLIANCE:** Any products supplied by a Bidder(s) under this solicitation will comply with the provisions of the Consumer Product Safety Improvement Act (CPSIA) of 2008. (Public Law 110-314) CPSIA regulates furniture products that include any lead-containing paint; or any products intended primarily for children 12 years of age or younger with lead in any component or in the products themselves; and certain products, such as toys or child care articles containing phthalates (esters mainly found in plastics). Any product supplied that falls under CPSIA definitions must have a manufacturer-furnished

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"Certificate of Conformity" with each shipment of covered products. The specific rule covering certificates can be found at: https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity-GCC

23. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246; as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law.

24. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as a part of any commercial advertising without prior approval of the Stakeholders.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of §112, Fla. Stat. (2022). All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Stakeholders. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

26. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Stakeholder's respective Boards shall be final and binding on both parties.

27. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to the policies of the Stakeholders, pursuant to the following, with respect to any criminal arrests and convictions; and is on notice thereto that any employees involved in any §435, Fla. Stat. (2022) offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of Stakeholders. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

28. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, when said offer is accepted by approval by the Stakeholders Respective Boards. In case of a default on the part of the bidder after such acceptance, the Stakeholders may take such action, as it deems appropriate including legal action for damages or specific performance.

29. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Stakeholder property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full-duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Stakeholders incurred by bidder, bidder's employees, licenses of the bidder or agent, or any person the bidder has designated in completion of his or her contract as a result of his or her bid. Further, bidder shall be liable for all activities of bidder throughout the execution of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars ($1,000,000) and the bidder recognizes that, and covenants that he or she has received consideration for indemnification provided herein.

    Bidder must have all Licenses, Certifications and Registrations required when performing the services described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; by the City of Ocala, or by Marion County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

    An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Stakeholders within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB

30. **SPECIFICATIONS:** Any omissions of detailed specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

31. **BID BONDS AND PERFORMANCE BONDS:** A 5% Bid Bond, when required, shall be submitted with the bid. Bid Bonds will be returned to unsuccessful bidders. After awarding the contract, the School Board will notify the successful bidder to submit a 100% Performance Bond from a surety company registered in the State of Florida with a financial rating of A or better. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. **If a bond is required, the details for the bond will be indicated under special conditions.**

32. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

33. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

34. **ADDENDA TO RFP AND/OR BID:** If any addenda are issued, they will be placed on the website for viewing and downloading. It is the responsibility of each bidder to visit the website to determine if any addenda have been submitted respective of the bidding documents. Reference to the Bid Number will be made with the number of the addendum adjacent. Each bidder or proposer is responsible for determining whether addenda have been issued and must acknowledge receipt when submitting bids or proposals.

35. **FORCE MAJEURE:** Notwithstanding anything herein to the contrary, the Contractor shall not be deemed in violation of this Agreement if he or she is prevented from performing any of the obligations hereunder for any reason beyond their reasonable control; including, without limitation: Acts of God; acts of war; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; lockouts; fire; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States; unavoidable casualties or action or promulgation of any statute, rule, regulation or order by any federal, state or local governmental or judicial agency or official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Contractor); or any other event constituting Force Majeure under this Agreement.

36. **EMERGENCY / STORM-RELATED CATASTROPHE:** Due to acts of God, acts of terrorism or war, any contractors working with the School Board shall acknowledge and agree to the following terms

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and conditions. This will allow the School Board to obtain Federal funding, if available:

FAMILIARITY WITH LAWS

The bidder is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him or her from any responsibility or liability arising from the award. The awarded contractor assures and certifies that he or she will comply with:

A. U.S. EPA Asbestos Containing Materials in Schools
B. Contract Work Hours and Safety Standards Act of 1962
C. Federal Fair Labor Standards Act
D. Title VI of the Civil Rights Act of 1964
E. Age Discrimination Act of 1975
F. Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination
G. Americans with Disabilities Act
H. Anti-Kickback Act of 1986, 41 U.S.C. Section 51
I. The Hatch Act, 18 U.S.C. 594, 598, 600-605
J. Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
K. Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex
L. Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
M. Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
N. Lead-Based Paint Poison Prevention Act
O. Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
P. Clean Air Act of 1955, 42 U.S.C. 7401-7642
Q. Clean Water Act of 1977
R. Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
S. Records Retention, 34 C.F.R.

37. **PRESS RELEASES AND PUBLICITY:** The bidder shall make no announcements or news releases pertaining to his or her participation in this bid or the award of this contract, including his or her representatives or agents, without authorization from the Purchasing Department.

38. **PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of

Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

39. **CHARTER SCHOOLS:** Items or Services awarded under this Agreement must be made available to Charter Schools approved by the School Board. School Board is not responsible or liable for purchases that may be made by Charter Schools.

40. **SOURCE OF DOCUMENTS:** Unless otherwise indicated in the bidding document, any solicitation downloaded from sources other than the School Board Purchasing Department website may not be the official and final version; and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

41. **CONTACTING SCHOOL BOARD STAFF:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, any employee or officer of the Stakeholders concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

42. **AWARDS:** In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to not accept any item or group of items unless qualified by bidder; and/or to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "**Bid Is For Specified Quantity Only.**" All awards made as a result of this bid shall conform to applicable Florida Statutes.

43. **AUDITS, RECORDS, AND RECORDS RETENTION:** The Stakeholders or its representative reserves the right to inspect and/or audit all the bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the Stakeholders representative and may include, but are not limited to, all correspondence; ordering, payment, inspection and receiving records; and contracts or sub-contracts that directly or indirectly pertain to the transactions between the Stakeholders and the bidder.

A. To retain all vendor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract; or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
B. Upon completion or termination of the contract and at the request of the Stakeholders, the vendor will cooperate with the Stakeholders to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
C. Any company providing services to Stakeholders specifically acknowledges its obligation to comply with State of Florida's public records laws that require company to keep and maintain public records that Stakeholders would ordinarily and necessarily require in order to perform the contracted service; upon request from the Stakeholder's custodian of public records, provide the Stakeholders 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 by law; ensure that exempt and/or confidential public records are not disclosed; comply with all requirements for retaining public records; upon completion of the contract, transfer, at no cost, to the Stakeholders all public records in possession of the vendor or keep and maintain public records required by the Stakeholder to perform the service. If the vendor transfers all public records to the Stakeholder upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Stakeholder, upon request from the Stakeholder's custodian of

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public records, in a format that is compatible with the information systems of the Stakeholders. Section 119.0701, Fla. Stat. (2022)."

D. Persons duly authorized by the Stakeholders and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

E. To include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

44. **FEDERAL GRANTS TERMS AND CONDITIONS**: For any solicitation that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the solicitation and resulting award and the bidder accepts and acknowledges that it is and will continue to remain in compliance with said terms and conditions for the term of the award.

A. **Equal Employment Opportunity** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2022); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." CONTRACTOR shall in accordance with Section 202 of Executive Order No. 11246 of September 24, 1965, post copies of required notices in conspicuous places available to employees and applicants for employment. CONTRACTOR shall comply with all rules, regulations and relevant orders of the Secretary of Labor.

B. **Davis-Bacon Act, As Amended** (40 U.S.C. 276A TO A-7) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the CONTRACTOR is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR agrees to pay wages not less than once a week. CONTRACTOR must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. CONTRACTOR acknowledge that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the CONTRACTOR accepts. The CONTRACTOR agrees to report all suspected or reported violations to the Federal awarding agency and to notify SCHOOL BOARD concurrently. CONTRACTOR certifies that it is, and will continue to be, for the term of this Agreement in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (28 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in construction, completion, or repair or public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. **Copeland "Anti-Kickback" Act** (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

D. **Asbestos and Formaldehyde Statement** All building materials, pressed boards, and furniture supplied to Stakeholders must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirous that all building materials, pressed boards and furniture supplied to the Stakeholders also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.

E. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Clean Air and Water Pollution Acts** If this Agreement involves Federal funds and is over $150,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify Stakeholders concurrently within thirty (30) days of notice of the violation.

G. **Debarment and Suspension** Contractor must certify that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for

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debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

H. **Byrd Anti-Lobbying Amendment**: If this Agreement is in excess of $100,000, CONTRACTOR shall comply with all applicable standards, orders, or regulations including, but not limited to:
   a. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR. Part 3018); and
   b. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

I. **Records Retention**: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

J. **Access to Records** (2 CFR Part 200.336): Contractors and subcontractors must give access to the Stakeholders, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific RFP for the purpose of making audit, examination, excerpts and transcripts.

K. **Rights to Inventions Made Under a Contract or Agreement** (2 CFR Part 200.326 (F)): The recipient or sub recipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization.

L. **Procurement of Recovered Materials** (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **Domestic Preferences for Procurements** (2 CFR §200.322):
   A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
   B. For purposes of this section:
      1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
      2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. **Compliance with State and Federal Regulations** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 50 USC Chapter.

During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Stakeholders, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.

O. **Child Nutrition** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

(1) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

(2) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.

(3) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

(4) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

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SPECIAL CONDITIONS

The Stakeholders reserve the right to reject any or all bids or any portion thereof. Stakeholders reserve the right to waive any informality that is in the best interest of the Stakeholders. Stakeholders reserves the right to secure expert advice when determining the best and lowest bid meeting the Stakeholders specifications. The intent of this bid is not to eliminate any vendor, but to establish minimum acceptable requirements.

Questions concerning this bid shall be addressed to:

Mr. Rick Collins, Purchasing Specialist
Purchasing Department
Rick.Collins@Marion.k12.fl.us

Bid Opening Dates are scheduled on Wednesdays at 2:00 PM unless bid states otherwise.

Location of Meeting: Bid opening will be held in the Purchasing Department, 506 SE 3rd Avenue, Ocala, Florida 34471, Wednesday, April 12, 2023 at 2:00PM.

The School Board supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

A. **SCOPE:** The purpose and intent of this term contract is to secure firm pricing for the delivery of gasoline and diesel fuel for The Stakeholders. Biodiesel is not purchased at this time, but may be purchased at a later date.

Prior to the release of this Invitation to Bid (ITB), a review of State of Florida purchasing agreements and state term contracts available under §287.056, Fla. Stat. (2022) was conducted to determine if their use would be economically advantageous to the District.

B. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the Stakeholders shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida.

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) MUST BE EXECUTED AND SUBMITTED IN THIS BID PROCESS. SUCH OPINION SHOULD PERMIT SCHOOL BOARD'S RELIANCE ON SUCH ATTORNEY'S OPINION FOR PURPOSES OF COMPLYING

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WITH §287.084, FLA. STAT. (2022). FAILURE TO EXECUTE AND SUBMIT THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) DURING THIS BID PROCESS, MAY RESULT IN THE BID BEING CONSIDERED "NON-RESPONSIVE" AND THE BIDDER'S SUBMISSION BEING REJECTED.

C. **BID AND PERFORMANCE BONDS:** Not Required

D. **DELIVERY:** FOB Destination, Freight Prepaid with the exception of applicable freight charges found in the Proposal Form on page 45. Delivery will be to locations listed in Exhibit "A" and Exhibit "B" on Pages 43-44. Future locations may be added based upon Stakeholder requirements.

Successful bidders for the purchase of supplies are responsible for supplying all labor, materials and equipment required for the delivery of items as directed, at the delivery locations. A minimum of twenty-four (24) hours' advance notification of delivery is required from all freight carriers. All freight charges are to be in accordance with submitted bid pricing found on page 45. Complete documentation of all charges must accompany each invoice for payment. It is further agreed by all bidders signing this bid proposal that title to all items ordered remains with the vendor until received and accepted by the Stakeholders.

E. **PURCHASING CARDS:** The Stakeholders currently utilize Purchasing Cards in some cases to procure materials and services or for payment under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the Stakeholders Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract if already awarded.

F. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the Stakeholder, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him or her in the expeditious handling of damage claims the Stakeholder shall:

1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
2. Report damage (visible and/or concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

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G. **PACKING SLIPS/BILL OF LADING:** It will be the responsibility of the awardee(s) to include a Bill of Lading with each shipment. Bill of Lading must reference the Stakeholder's purchase order number/control number. Failure to provide Bill of Lading with shipments will result in refusal of shipment at vendor's expense.

H. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School Board to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Stakeholders may recommend to School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of two years.

I. **RIGHT TO INSPECT PLANT:** The Stakeholders may, at reasonable times, inspect the part of the plant or place of business of the bidder(s), awardee(s), contractor(s) or any subcontractor(s) which is related to the performance of any contract awarded or to be awarded by the Stakeholders.

J. **AWARD:** It is anticipated that this bid will be awarded at the **May 9, 2023** Board meeting.

Methods of Award: In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids or to waive any irregularity or minor technicalities in bids received. Furthermore, the Purchasing Department can acquire additional quantities at the prices quoted for this invitation unless additional quantities are not acceptable, in which case, the bid/proposal sheets must be notated by the bidder "Bid is for Specified Quantity Only."

The method of award may be made in any of the following ways:

A. **"By Item"**- Each item in the bid may be awarded individually to the lowest responsive and responsible bidder.
B. **"All or None by Group, Section, or Category"**- The bid may be divided into Groups, Sections, or Categories of similar types of items if it would be impractical to split the award to multiple vendors. Each Group, Section or Category may be awarded to the lowest responsive and responsible bidder for all items contained within that Group, Section or Category. Bidders are required to bid all items considered for award of that Group, Section, or Category. After bids are opened and tabulated, the Purchasing Department reserves the right to delete one or more items of the balance of the items contained within that Group, Section, or Category, when doing so represents the best interests of the Stakeholders.
C. **"All or None"**- Submitted bid, in total.
D. **"Primary and Secondary Suppliers or Contractors"**- The bid can be awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that one vendor cannot effectively handle the volume of business generated under the contract. In the event the Primary supplier or contractor cannot perform in accordance with the Stakeholders needs, the Stakeholders reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and

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Secondary suppliers or contractors are defined as the two lowest, responsive and responsible bidders.

Basis of Award: When price and specification compliance are the primary criteria for making the vendor selection, the Purchasing Department will recommend the **lowest** bid price from a responsive and responsible bidder(s) to the Stakeholders. The Stakeholders may apply all or any part of the following criteria to determine if a bidder is responsible:

A. Stakeholder's past experience with the firm
B. The capabilities of management and technical staff within the firm
C. Customer references
D. Service after the sale
E. Location of the firm and service facilities and its ability to provide the service or supply to the Stakeholders in a timely manner
F. Professional credentials

A "**Responsive**" bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid.

A "**Responsible**" bidder is defined as one who is able to satisfactorily perform the work described in the invitation to bid or request for proposal.

The Stakeholders reserves the right to reject any offer or bid if the prices are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the district, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line items and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Specialist, citing the basis for the determination.

Multiple Award: The Stakeholders reserve the right to award multiple vendors when in the best interests of the Stakeholders.

K. **TERM OF CONTRACT:** The term of any awarded contract shall be from **May 30, 2023** through **June 30, 2024**, and may be renewable for three (3) additional one-year periods by mutual agreement between the Stakeholders and the awardee(s). If considering renewal, the Stakeholders, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. In addition to any renewal options contained herein, the Stakeholders have the right to extend (up to six months) any award resulting from this bid for the period of time necessary for the Stakeholders to release, award, and implement a replacement agreement for the commodities and/or services provided in this

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bid. The awardee agrees to this condition by signing his or her bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of the bid.

L. **ADJUSTMENTS TO CONTRACT TERMS AND CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:** The Stakeholders may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor's control.
2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the Stakeholders. Requests for adjustments will not be considered more than once in a 180-day period.

M. **REBATES, INCENTIVES, REDUCTIONS:** All forms of price reductions, rebates and incentives, whether negotiated or offered from awarded suppliers, distributors, dealerships or manufacturers will be evidenced and credited against prices established in the award of all bids for commodities or services. Credits for any price reductions will be indicated against final or invoiced price. Incentives and/or rebates shall be credited against invoices and so indicated. Payment in the form of incentive, rebate, or reduction must be made payable to each Stakeholder and clearly identify the bid number and corresponding order or invoice that the incentive, rebate, or reduction was applied. If Federal Funding is used, all goods, services, or monies received as the result of any equipment or government commodity rebates, incentives, or reductions shall be credited to the SFA's nonprofit food service account.

N. **BIDDERS RESPONSIBILITY:** Before submitting his or her bid, each bidder is required to carefully examine the invitation to bid specification and to completely familiarize oneself with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve him or her of any of the obligations and responsibilities which are a part of this bid.

O. **MANUFACTURER'S AUTHORIZATION:** The bidder must supply a letter from each manufacturer for any items which he or she is bidding. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

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P. **W-9 Form - Request for Taxpayer Identification Number and Certification:** The bidder must fully complete and submit a W-9 with his or her bid submission, which may be found on the Purchasing Homepage: http://www.marionschools.net/cms/lib010/FL01903465/Centricity/Domain/14548/fw9.pdf

Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

Q. **SEALED BID REQUIREMENTS:** The "Invitation To Bid" bidder's acknowledgment sheet must be completed, signed, and returned. In addition, the Proposal Pages(s) on which the bidder actually submits a bid must be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.

R. **CONTRACT:** The submission of a bid constitutes an offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will post the tabulation on its website (See Bid Tabulations, Recommendations & Protest under Special Conditions). Purchase order(s) for any supplies, equipment and/or services will be placed per the term of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and Stakeholders. Unless otherwise stipulated by the City of Ocala in the bid documents, no other contract documents shall be issued or accepted.

S. **PURCHASE AGREEMENT**: This bid, and the corresponding Purchase Orders, will constitute the complete Agreement. Stakeholders will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Stakeholder employee for signature or without signature requirement, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed or accepted, said document shall not be binding on the Stakeholders.

T. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.

U. **SUBCONTRACTORS:** No part of this contract shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's Marion County License and details of their contract.

The utilization of fuel transport companies will NOT be considered subcontracting.

V. **HOURS OF OPERATION:** The supplier, vendor, and/or shipper are advised that normal delivery shall occur during normal business hours.

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W. **WARRANTY:** Supplier shall guarantee entire order to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the Stakeholders, any defects or malfunctions noted during the warranty period and shall in addition transfer to the owner any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period. Supplier shall provide the manufacturer's warranty in writing.

X. **PRODUCT RECALL:** Vendor assumes full responsibility of prompt notification to the purchasing agent of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency.

Y. **CIVIL RIGHTS**: The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, and any additions or amendments.

Z. **PROHIBITION OF GRATUITIES**: By submission of a bid, bidder certifies that no employee of Stakeholders has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

AA. **PERFORMANCE REVIEWS**: If Federal funding is used, the Stakeholders have a performance review process including cost, qualities, and vendor service. Evaluating and monitoring are done as part of a quality control program. The vendor report card determined to be less than satisfactory allows the School Board to exercise its right to cancellation of the award.

BB. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to The School Board of Marion County, Florida, indicating additional stakeholder City of Ocala by ertificate of Insurance. The Certificate of Insurance (Acord Form) must be submitted eleven (11) days prior to the Board approval date referenced in this solicitation. Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.
Original copies of Certificates of Insurance meeting the required provisions specified within this contract/agreement shall be forwarded to:

The School Board of Marion County, Florida
Attn: Purchasing Department
506 SE 3rd Avenue, Ocala, FL 34471

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and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days' written notice must be provided to the School Board via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the School Board or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the bidder's obligation to fulfill the insurance requirements herein.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of $500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with § 440, Fla. Stat. (2022) Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

Part One:	"Statutory"
Part Two:	$1,000,000 Each Accident
	$1,000,000 Disease-Policy Limit
	$1,000,000 Disease-Each Employee

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for commercial general liability insurance.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **COMMON CARRIER INSURANCE WAIVER REQUEST:** Fill out the attachment "Common Carrier Insurance Waiver Request and submit with this bid if you are shipping by common carrier.

   OR

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BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for business automobile liability.**

The minimum limits of coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, the Stakeholders will accept hired and non-owned coverage in the amounts listed above. In addition, the Stakeholders will require an affidavit signed by the contractor indicating the following:

> *{Company Name}* does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, *{Company Name}* agrees to purchase "Any Auto" coverage as of the date of acquisition.

4. **POLLUTION LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Pollution Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. If on a claim made basis, coverage to continue for 3 years or tail coverage must be maintained.

   The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for pollution liability insurance.

   The minimum limits of coverage shall be $1,000,000.

CC. **INDEMNIFICATION/ HOLD HARMLESS AGREEMENT:** The bidder indemnifies the Stakeholders from any and all liability, loss or damage the School Board may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the bidder's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the Stakeholders as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the Stakeholders in establishing the right to indemnification and collecting any judgment against the bidder. The bidder is not required to indemnify the Stakeholders for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Stakeholders. Stakeholders agree to notify the bidder in writing within ten (10) days of receipt of any notice of any action against Stakeholders pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be

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deemed given on the date such notice is postmarked regardless of whether the bidder actually received said notification. The bidder further agrees in the event the court denies or reduces compensation to, or reimbursement of Stakeholders, the bidder will provide the Stakeholders with the full amount of compensation or reimbursement requested in its statement of services.

DD. **DUTY TO DEFEND**: The Awarded Bidder agrees, at its own expense, and upon written request by the Stakeholders, to defend any suit, action or demand brought against the Stakeholders on any claim or demand arising out of, resulting from or incidental to the Awarded Bidder's Performance under this Agreement.

EE. **PRODUCT LIABILITY:** Products insured for not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall be issued by a company licensed in the state of Florida with a financial rating of A- or better.

FF. **PRICE ADJUSTMENT:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period and any renewal periods.

GG. **MINIUM ORDER:** Minimum order amounts are established on page 39. If bidder wishes to set a minimum order amount themselves, he or she must so indicate on the Proposal Form and will be considered only if determined to be in the best interest of the Stakeholders.

HH. **INVOICES:** Each invoice shall be furnished in duplicate: one copy (bill of lading) shall accompany job performed. For the District an invoice will be furnished to the Northwest Transportation Bus Garage. For the City of Ocala one copy shall be sent to their Finance Department. DO NOT combine purchase orders on same invoice.

II. **ORDERS:** The Stakeholders is not obligated to place any order with any supplier participating in this bid. However, all departments will be urged to refer to the awarded vendor(s) in order to obtain items in the most economical manner.

JJ. **LIAISON:** Successful bidder shall liaison with designated Stakeholders contact to schedule delivery of services or goods.

KK. **OCCUPATIONAL LICENSE:** When required by state or local ordinance, the bidder must provide a copy of the Occupational License of home state/county/city with his or her bid proposal. Alternately, he or she may provide a current Department of Professional Regulation certificate.

LL. **BACKGROUND SCREENING REQUIREMENTS:** The School Board is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.

Fingerprinting: Bidder agrees that as a condition of entering into this contract, pursuant to §§1012.32 and 1012.465, Fla. Stat. (2022), any person entering school grounds or having direct

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contact with students on behalf of the bidder must meet Level 2 screening requirements as described in §1012.32, Fla. Stat. (2022). Screening will be at bidder's expense or employee's expense and must be completed and credentials issued by the School Board prior to the screened individual having access to students or to the school grounds.

E-Verify: Under Executive Order 11-116, and Section 448.095, Fla. Stats. (2022), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

MM. **FUNDING-OUT, TERMINATION, CANCELLATION:** Florida Statutes prohibit Stakeholders from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding-out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding-out provisions are an integral part of this bid and must be agreed to by all bidders:

Stakeholders may, during the contract period, terminate or discontinue the items covered in this bid only at the end of Stakeholder's then current fiscal year upon thirty (30) days prior written notice to the awardee(s).

Such prior written notice will state:

a. The lack of appropriated funds is the reason for termination.
b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release The School Board of Marion County, Florida or City of Ocala of all further obligations in any way related to such items or services covered herein."

This completed statement must be included as part of any lease agreement submitted by the successful bidder: No lease will be considered that does not include this provision for "funding-out."

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NN. **USE OF OTHER CONTRACTS:** The Stakeholders reserves the right to utilize other School Board Contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement 6A-1.012 (5), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. **The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

OO. **INSPECTION AND READING OF BID:** Bids will be publicly opened and only the names of respondents will be read at the opening. Per §119.071, Fla. Stat. (2022), sealed bids received in this competitive solicitation are exempt from public inspection until notice of an intended decision is made or until thirty (30) days after opening of the bids, whichever is earlier.

PP. **PUBLIC RECORDS:**

A. To the extent that Vendor meets the definition of "contractor" under § 119.0701, Fla. Stat. (2022), and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the School Board as provided under § 119.0701(a) Fla. Stat. (2022), and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Vendor under contract;

2. Upon request from the School Board's custodian of public records, provide the School Board 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 § 119, Fla. Stat. (2022) or as otherwise provided by law;

3. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board;

4. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

B. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS**

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RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

QQ. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (White-Out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.

RR. **POSSESSION OF FIREARMS / DRUG-FREE WORKPLACE:** Possession of firearms will not be tolerated on Stakeholders property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug-Free Workplace be tolerated.

Tobacco use on Stakeholders premises and property is subject to a zero-tolerance policy for tobacco use. All forms of tobacco use are prohibited.

Violations will be subject to the immediate termination provision heretofore stated in General Condition 18, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in his or her vehicle may park said vehicle on Stakeholders property. Furthermore, no person may possess or bring a firearm on Stakeholders property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on Stakeholders property, said employee will be terminated from the Stakeholders project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Stakeholders project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Stakeholders shall be terminated.

SS. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the School Board.

TT. **ORDERING PROCEDURE:** Specific Items: After approval of contract award by Stakeholders, separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

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No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

UU. **PAYMENT TERMS:** Stakeholders payment terms are net thirty (30) days. Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Finance Department.
3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the Stakeholders MUST include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on the purchase order.
5. Line item total or extended price, minus bid discount as listed on purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Finance Department/Accounts Payable as listed on the lower left corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

VV. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Purchasing Specialist and the request will be reviewed for consideration. In no case shall a bidder be granted a release from his or her bid or proposal more than one (1) time in a two (2) year period without penalty.

WW. **PUBLIC ENTITY CRIMES:** Per §287.133, Fla. Stat. (2022) - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. (2022), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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The bidder certifies, by submission of this bid, that neither he or she nor his or her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

XX. **DEFAULT:** In the event that the awarded vendor should breach this contract, the Stakeholders reserves the right to seek all remedies in law and/or in equity.

YY. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Stakeholders will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the respective Stakeholder Boards for immediate cancellation. Upon cancellation hereunder, Stakeholders may pursue any and all legal remedies as provided herein and by law. The Stakeholders reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30-days' prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Stakeholders will be relieved of all obligations under said contract. The Stakeholders will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

ZZ. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to a bid-awarded vendor furnishing this information and receiving written approval from Stakeholders.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. Stakeholders representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

AAA. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any Stakeholders personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted in the Purchasing Department. Written inquiries only must be directed through the Purchasing Department.

LOBBYING is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or School Board personnel after advertisement and prior to the board's vote on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in §120.57(3), Fla. Stat. (2022).

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Failure to post bond with School Board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department.

Any bidder or any individuals who lobby on behalf of the bidder during the time specified will result in rejection / disqualification of said bid.

BBB. **DELIVERY OF BIDS:** When hand delivering a bid, bidders must follow the School Board's security access procedures. The procedures are as follows:

A. Proceed to the Purchasing Department, 506 SE 3rd Ave., Ocala, Florida, 34471.
B. Park in visitors' parking area.
C. Enter building through the front door.
D. Present bid to the Purchasing receptionist for official date/time stamping.

Bidders should allow at least thirty (30) minutes to follow the above procedures to submit his or her bid to the Purchasing Department, no later than the date and time designated in the bid.

CCC. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specification will be posted for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, on the date the Invitation to Bid Notification is emailed to vendors registered with the School Board; and will remain posted for a period of ten days. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

DDD. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid Tabulations with award recommendations are posted to the Purchasing website at:

https://www.marionschools.net/Page/52137

The same will be posted in the Purchasing Department for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, within thirty (30) days after bid opening. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time. Notices for recommendations and awards will not be mailed.

Any person adversely affected by the solicitation, decision or intended decision must file a notice of protest, in writing, within seventy-two (72) hours after the posting. The formal written protest shall state with a particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

EEE. **BID PROTEST:** If a bidder wishes to protest a bid, he or she must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2022), and Paragraph 3 of the bid term entitled Lobbying contained within this bid, and School Board Policy 7.70.

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Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2022), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Marion County, Florida in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the School Board all costs and charges, which shall be included in the final order of judgment.

FFF. **INFORMATION:** Any questions concerning conditions and specifications must be submitted in writing and received no later than seventy-two (72) hours prior to the deadline for receiving the bid (excluding Saturdays, Sundays, and State Holidays). Questions received in writing within the required timeframe will be answered in writing. **The District will be closed from March 13, 2023 to March 17, 2023. Any questions received during this time will be answered the following week.** **Rick Collins** is only authorized to direct the attention of prospective bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Mr. Collins nor any employee of the School Board is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to that contained in the written documents.

Send all inquiries to: Attn: Rick Collins
Purchasing Department
The School Board of Marion County, Florida
506 S.E. 3rd Avenue
Ocala, Florida 34471
Rick.Collins@marion.k12.fl.us

If necessary, an addendum will be posted on the Purchasing website. Copies of addendum will be made available for inspection at the School Board's Purchasing Department where bidding documents will be kept on file.

No addendum will be issued later than three (3) calendar days (excluding Saturdays, Sundays, and State holidays) prior to the date for receipt of bids, except an addendum withdrawing the invitation to bid or one which includes postponement of the date for receipt of bids.

No verbal or written information which is obtained other than by information in this document or by addendum to this bid will be binding on the School Board.

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GGG. **BIDS WHICH REQUIRE DELIVERABLE TANGIBLE ITEMS:** School Board will not be liable for loss or damage to items shipped to the School Board in error after thirty (30) days from the verifiable date of receipt of the item(s).

HHH. **RESTRICTIVE SPECIFICATIONS:** Should the specifications of this bid be determined by the bidder to be too restrictive, notice shall be given within seventy-two (72) hours after the posting of the invitation to bid or request for proposals.

III. **FEDERAL GRANTS MANAGEMENT REQUIREMENTS:** Debarment, Suspension, and Other Responsibility Matters. (U.S. Department of Agriculture Certification)

A. It is required that the bidder either complete and sign the enclosed Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, and Lower Tier Covered Transactions form or attach an explanation to this proposal as to why he or she is not signing and returning the above-mentioned form. This form must be returned, with the other required documents, at the time of a bid proposal.

B. The applicant certifies that he or she and his or her principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department and agency.

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification.

Have not within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

NNN. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**
In accordance with §287.135(2), Fla. Stat. (2022), "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022),

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or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is 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 §215.473, Fla. Stat. (2022), or 2. Is engaged in business operations in Cuba or Syria."

§215.473, Fla. Stat. (2022) defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022), and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not 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 §215.473, Fla. Stat. (2022), and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The School Board may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the School Board determine that the conditions set forth in §287.135(4), Fla. Stat. (2022) are met.

OOO. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Invitation to Bid, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The bidder's authorized signature appearing elsewhere in the Invitation to Bid attests to this.

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CITY OF OCALA SPECIAL CONDITIONS

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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ACCESS TO RECORDS AND REPORTS:
49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CARGO PREFERENCE REQUIREMENTS:
46 U.S.C. 1241 46 CFR Part 381

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding

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paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.") c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS REQUIREMENTS:
29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112; 42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seg., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

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(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) 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. Space is provided on Page 54 for a list of references (If page 54 is restricting please attach separate document titled: References)

DISADVANTAGED BUSINESS ENTERPRISE (DBE):
49 CFR Part 26

City of Ocala or its Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contract and subcontracts financed under this agreement. In this regard City of Ocala or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. City of Ocala or contractors shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

ENERGY CONSERVATION REQUIREMENTS:
42 U.S.C. 6321 et seq., 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

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.

FEDERAL CHANGES:
49 CFR Part 18

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 Agreement (Form FTA MA (7) dated October 2000) between Purchaser 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.

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):

49 CFR Part 29, Executive Order 12549

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City of Ocala. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to

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this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:
1 U.S.C 380 1 et seq., 4 9 CFR Part 31, 18 U.S.C. 1001, 4 9 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et sea 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 contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by 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)(l) on the Contractor, to the extent the Federal Government deems appropriate.

(2) 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.

RESOLUTION OF BREACHES AND DISPUTES:
49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy,

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the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

Claims for Damages between the City of Ocala and Contractor(s) - 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 his employees, agents or others for whose acts he 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 of damage.

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 of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by 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.

TERMINATION:

49 U.S.C. Part 18, FTA Circular 4220.1D

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

a. Termination for Convenience (General Provision): City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner City of Ocala directs.

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b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City of Ocala may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): City of Ocala in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City of Ocala may terminate this contract for default. City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA

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Circular 4220.1E(or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

DocuSign

Certificate Of Completion

Envelope Id: 2CCA6D3E25884A5FA8C43CB3785651A0
Status: Completed
Subject: Fuel Supply and Transport Services - Petroleum Traders Corporation (FLT/230544)
Source Envelope: 85342B89DEAC4BC38D9DC143A9ABCB1D
Document Pages: 51
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 6/7/2023 9:05:00 AM Viewed: 6/7/2023 10:01:05 AM Signed: 6/7/2023 10:01:36 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/7/2023 10:01:38 AM Viewed: 6/7/2023 11:15:38 AM Signed: 6/7/2023 11:15:55 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2023 9:05:00 AM
Certified Delivered	Security Checked	6/7/2023 11:15:38 AM
Signing Complete	Security Checked	6/7/2023 11:15:55 AM
Completed	Security Checked	6/7/2023 11:15:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Legislation Details (With Text)

File #:	2023-1240		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	5/30/2023	**In control:**	City Council
On agenda:	6/6/2023	**Final action:**	
Title:	Approve a thirteen-month contract for fuel supply and transport load services with Petroleum Traders Corporation in an amount not to exceed $2,500,000		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - Fuel Supply and Transport Services - Petroleum Traders Corp. (FLT 230544), 2. BID TABULATION		

Date	Ver.	Action By	Action	Result

Submitted By: John King

Presentation By: John King

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve a thirteen-month contract for fuel supply and transport load services with Petroleum Traders Corporation in an amount not to exceed $2,500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
Bid Released to Public: 3/10/2023

BACKGROUND:
The Fleet Department manages fuel for all City vehicles and equipment. Procuring a contract for bulk fuel deliveries allows the City to purchase fuel at wholesale rates. The City of Ocala and the Marion County School Board solicited a joint bid to obtain better pricing from vendors.

FINDINGS AND CONCLUSIONS:
On March 10, 2023, the Marion County School Board issued a joint solicitation, Bid# 3980GM for gasoline and diesel supply and transport services. Five (5) bids were received. Petroleum Traders Corporation was found to be the lowest responsive and responsible bidder. The vendor was selected as the intended awardee for

these services. The initial term of this contract will cover the period May 30, 2023, to June 30, 2024.

Company	Location	Unleaded Gasol Markup Per Gal	Ultra Low Sulf Diesel Markup Gallon
Petroleum Traders Corporation	**Fort Wayne, IN**	**0.019000**	**0.044100**
Indigo Energy Partners, LLC	Gainesville, GA	0.041000	0.055800
Mansfield Oil Company of Gainesville, Ga.	Gainesville, GA	0.047200	0.079500
Colonial Oil Industries, Inc	Savannah, GA	0.083100	0.071900
Clardy Oil Company	Ocala, FL	0.112120	0.120380

FISCAL IMPACT:
Funding for fuel is included in departmental budgets and will be budgeted likewise in subsequent fiscal years.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-1414 Agenda Item #: 10b.

Submitted By: Joshua Sasso

Presentation By: Joshua Sasso

Department: Police

FORMAL TITLE:
Purchase of Laser Shot Judgment Training System in the amount of $160,610

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department (OPD) is committed to training its staff in the most effective ways possible. Over the years, OPD has rented several virtual training machines that allow officers to walk through scenarios that test everything from situational awareness to decision-making. OPD has found that the process of renting, setting up, and breaking down the equipment is not conducive to the amount of continuous training required. The agency conducted research by visiting other facilities to test equipment to determine which would be best.

FINDINGS AND CONCLUSIONS:
The Ocala Police Department has found that the Laser Shot training simulator best fits its needs. This equipment will be installed permanently at OPD headquarters and can be used at any time of day or night to provide real-time training. This will greatly reduce the timeframe for offering remedial training to officers. This equipment is multi-screen, allowing for better immersion in the training scenarios. The equipment includes CO2 cartridges for recoil, OC spray, and nighttime training, and will allow OPD instructors to change scenarios to simulate real life spontaneously.

As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of cooperative purchasing agreements like the General Service Administration's (GSA) Multiple Award Schedule (MAS). GSA contracts are negotiated by the federal government with the intent of securing "most favored customer" pricing plus a discount offered to GSA and other authorized purchasers. The underlying agreement (GSA Contract No. 47QRAA25D009D for (Professional Services - Training) is valid through May 12, 2030 and Laser Shot, Inc. was evaluated and determined by OPD Information Technology Department staff to be cost-effective and to afford the City best value.

FISCAL IMPACT:
All software, hardware, and services will be paid for from account 092-018-603-521-66-64010 and will be tracked in Munis under Contract 260753. No prior purchases have been made under this contract.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
N/A. The Terms and Conditions contained in the City's Standard Purchase Order shall govern this purchase.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

LASER SHOT
SIMULATIONS

MAY 5, 2025

4214 Bluebonnet Drive
Stafford, TX 77477
Ph: (281) 240 -1122
Fax: (281) 476-7464
www.lasershot.com

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for

GSA Advantage!® is: https://www.GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: MAS (874) Professional Services – Training
FSC Class: **6910**
Contract number: **47QRAA25D009D**
Contract period: **May 13, 2025 through May 12, 2030**

LASER SHOT, INC
4214 BLUEBONNET DR,
STAFFORD TEXAS 77477
(281) 240-1122
(1-866-365-SHOT (7468)
www.lasershot.com

Contract Administrator
AJ ALEXANDER
ajalexander@lasershot.com

NINA STEWART
nstewart@lasershot.com
Business size: SMALL

For more information on ordering, go to the following website: https://www.gsa.gov/schedules
Prices Shown Herein are Net (discount deducted)

SIN	PART Number	PROD NAME	Unit of Issue	GSA Price (including IFF)	Product Description
Systems					
333318TDTM	SYS-LESIMPRO	Law Enforcment Training Simulator Pro	EA	$ 25,856.24	The Law Enforcement Training Simulator Pro is a portable marksmanship and judgmental trainer geared toward law enforcement users. The system utilizes a combined projection and hit detection system for ease-of-use, and a hard case is included for transportation.
333318TDTM	SYS-LESIMPROIN	Law Enforcment Training Simulator Pro Installed	EA	$ 27,580.25	The Law Enforcement Training Simulator Pro Installed is a stationary marksmanship and judgmental trainer geared toward law enforcement users. The system utilizes a combined projection and hit detection system for ease-of-use, and a two-day training is provided following installation. As an installed system, ceiling mounting is available, which allows for more room to maneuver while training.
333318TDTM	SYS-MMTS-2022	Mobile Marksmanship Training Simulator	EA	$ 161,208.74	The Mobile Marksmanship Training Simulator is the premier portable marksmanship and judgmental trainer, containing a multitude of training capabilities for military users. All system components are shock-mounted within a ruggedized case that meets MIL-STD 810G, and the system can be supplemented with crew-served weapons or magnified optic simulation additions.
333318TDTM	SYS-MMTS-CMPCT-C	Mobile Marksmanship Training Simulator - Compact	EA	$ 59,613.22	The MMTS Compact is a multi-functional firearms simulator designed to address both basic and advanced firearms training requirements for combat, combat support, and combat service support units.
333318TDTM	BOAT-004/5	3 OF FREEDOM MOTION PLATFORM	EA	$ 304,057.86	A 3 Degrees of Freedom (DOF) Motion Platform is a type of motion simulation system designed to replicate real-world movements by allowing motion in three independent directions.

333318TDTM	GRP- 180WP	CONFIGURABLE TRAINING SYSTEM - 180 DEGREE	EA	$ 190,090.68	A wide, wrap-around projection or multi-screen setup delivers a seamless, panoramic visual experience that replicates the trainee's natural field of vision.
333318TDTM	INSTALL2	180 Degree Weapons Training Pod-Installation	EA	$ 45,129.66	A wide, wrap-around projection or multi-screen setup delivers a seamless, panoramic visual experience that replicates the trainee's natural field of vision.
333318TDTM	GRP-CTS/BGT	CONFIGURABLE TRAINING SYSTEM - BOAT GUNNER Y TRAINER	EA	$ 380,083.63	The Configurable Training System – Boat Gunn is an advanced simulation platform specifically designed to train maritime personnel in naval weapon operation, target engagement, and situational awareness under realistic coastal and open-water scenarios.
333318TDTM	SAMUC	34' BOAT MOCKUP	EA	$ 275,851.39	34' Boat Mockup built to replicate the layout, dimensions, and key operational components of a real 34-foot vessel, this mockup provides a safe, controlled environment for hands-on instruction in areas such as weapons handling, crew coordination, boarding operations, and damage control procedures.
333318TDTM	GRP- RO STATION	REMOTE OPERATORS STATION	EA	$ 20,089.75	The Remote Operator's Station (ROS) is a purpose-built, ergonomically designed control interface that allows personnel to operate, monitor, and interact with unmanned systems, training simulators, or remote platforms from a secure location.
333318TDTM	SYS-CROSSHAIR-M110	SYSTEM, M110 CROSSHAIR™ MAGINIFIED OPTICS SIMULATOR	EA	$ 15,382.20	Modified from a real weapon system, this training device mimics special purpose rifles found in all services and elite law enforcement units
333318TDTM	SYS-CROSSHAIR-M4-A	CROSSHAIR™ M4 - WITH COMBAT OPTIC (ADD-ON)	EA	$ 16,111.28	This simulated weapon is designated for marksmanship training.
333318TDTM	SYS-CROSSHAIR-RIFLE-B	CROSSHAIR™ BOLT ACTION RIFLE AND SCOPE (ADD-ON)	EA	$ 11,453.33	This simulated weapon features realistic precision marksmanship training.
333318TDTM	SYS-CROSSHAIR-SPOTSCOPE-A	CROSSHAIR™ SIMULATED SPOTTING SCOPE (ADD-ON)	EA	$ 13,191.02	Ideal for sniper / spotter team training and features realistic zoom and focus adjustments.
333318TDTM	SYS-JTS EDIT	SOFTWARE EDITOR PACKAGE, JUDGEMENTAL TRAINING SYSTEM	EA	$ 7,210.74	Judgemental Training Software Editor Package
RECOIL WEAPONS & ACCESSORIES					

333318TDTM	500016-02	M4 SIMULATED RECOIL WEAPON	EA	$ 5,687.08	M4 Simulated Recoil Weapon w/Barrel Reservior & 1 Magazine
333318TDTM	100386-01	M4 SIMULATED RECOIL WEAPON W/BARREL RESE	EA	$ 5,906.98	M4 Simulated Recoil Weapon w/Barrel Reservior & 1 Magazine (SII)
333318TDTM	100309	M240B SIMULATED RECOIL WEAPON WITH MALFUNCTION	EA	$ 30,387.14	M240B Simulated Recoil Weapon with Malfunction Capabilities and Sensors
333318TDTM	100310-01	M2 SIMULATED RECOIL WEAPON WITH MALFUNCTION	EA	$ 27,728.81	M2Simulated Recoil Weapon with Malfunction Capabilities and Sensors
333318TDTM	100311	M249 SIMULATED RECOIL WEAPON WITH MALFUNCTION	EA	$ 30,782.96	M249 Simulated Recoil Weapon with Malfunction Capabilities and Sensors
333318TDTM	100312	MK19 SIMULATED RECOIL WEAPON WITH MALFUNCTION	EA	$ 30,406.69	MK19 Simulated Recoil Weapon with Malfunction Capabilities and Sensors
333318TDTM	100324	AK47 SIMULATED RECOIL WEAPON, SENSORED	EA	$ 5,687.08	The AK-47 Simulated Recoil Weapon (Sensored) engineered to match the size, weight, and handling characteristics of a real AK-47.
333318TDTM	100163	M9 SIMULATED RECOIL WEAPON	EA	$ 3,904.43	The M9 Simulated Recoil Weapon is a realistic, sensor-enabled training replica of the standard-issue Beretta M9 service pistol, designed for use in virtual firearms training simulators.
333318TDTM	100157	GLOCK RECOIL WEAPONS	EA	$ 3,904.43	The Glock Simulated Recoil Weapon is a high-fidelity training replica designed to replicate the handling, performance, and recoil of a real Glock pistol, typically modeled after the Glock 17 or Glock 19 platforms.
333318TDTM	102093	SHOTGUN SIMULATED RECOIL WEAPON	EA	$ 4,691.18	The Shotgun Simulated Recoil Weapon is a full-scale, sensor-enabled training replica designed to replicate the physical and functional characteristics of a pump-action or semi-automatic shotgun.
333318TDTM	101973	M17 /18 SIMULATED RECOIL WEAPON	EA	$ 4,990.25	The M17/M18 Simulated Recoil Weapon is a high-fidelity, sensor-enabled training replica of the U.S. Army's M17 and M18 Modular Handgun Systems (MHS).
333318TDTM	100372	M240, M2 OR MK19 WEAPON MOUNT	EA	$ 6,334.56	The M240, M2, or Mk19 Weapon Mount is a versatile, durable platform designed to securely integrate heavy machine guns such as the M240 (7.62mm), M2 Browning (.50 caliber), or Mk19 Grenade Launcher (40mm) into training

					simulators, tactical training setups, or mounted vehicle systems.
333318TDTM	101960	TRIPOD AND BASE (CREW SERVE WEAPONS ONLY)	EA	$ 2,345.59	The Tripod and Base for Crew-Served Weapons is a robust and stable platform designed to support heavy machine guns and crew-served weapons such as the M240, M2 Browning, or Mk19 Grenade Launcher.
333318TDTM	CMP-JA1240	COMPRESSOR SYSTEM	EA	$ 6,513.51	Compressor w/ hoses and fittings
333318TDTM	101845	PAS-13D Simulated Thermal Weapon Sight	EA	$ 8,307.30	Features realistic, functional button controls that alter the thermal sight picture between black-hot / white-hot, as well as contrast.
333318TDTM	101989	SIMULATED BINOCULARS	EA	$ 8,209.57	Ideal for sniper / spotter team training and CFF (Call For Fire). Features realistic zoom and focus adjustments.
333318TDTM	102456	SIMULATED BINOCULARS w/SLAM CAMERA	EA	$ 9,186.90	Ideal for sniper / spotter team training and CFF (Call For Fire). Features realistic zoom and focus adjustments.
333318TDTM	101795	ACOG SIMULATED OPTIC	EA	$ 8,307.30	The ACOG (Advanced Combat Optical Gunsight) Simulated Optic is a high-fidelity, training replica of the renowned Trijicon ACOG used by military and law enforcement units worldwide.
333318TDTM	300897	TURRET, 180 DEGREE	EA	$ 4,691.18	The 180-Degree Turret is a high-performance, versatile mounting system designed to provide operators with full-range engagement capabilities across a 180-degree horizontal arc.
333318TDTM	102238	SIMULATED IZLID	EA	$ 3,420.65	The Simulated IZLID is a high-fidelity, sensor-integrated training device designed to replicate the real-world functionality of the IZLID Infrared Laser Designator, used extensively by military and special operations forces.
333318TDTM	102049	SIMULATED MONOSCOPE, LLDR	EA	$ 11,727.96	Replica of the Lightweight Laser Designator Rangefinder (LLDR) system used by military personnel for laser targeting, rangefinding, and precision strike coordination.
333318TDTM	301582	LS .40 BARRICADE	EA	$ 586.40	The .40 Barricades are high-quality, durable barriers designed to simulate real-world cover and defensive positions for tactical training exercises in military, law enforcement, and security operations.
333318TDTM	102048	SIM RCO	EA	$ 488.66	Magnified view is achieved using specialized lenses

					within the mock optic body, allowing the shooter to focus on the projection surface.
MAGAZINES					
333318TDTM	301819	MAGAZINE, ROUNDCOUNT PMAG (M4/SBR)	EA	$ 353.30	Roundcount Magazine for M4/SBR
RECOIL KITS & ACCESSORIES					
333318TDTM	RECKT-H	HANDGUN TETHERLESS RECOIL KIT	EA	$ 2,829.37	The Handgun Tetherless Recoil Kit is an advanced training system designed to provide a realistic recoil simulation for handguns without the need for traditional physical tethers or attachments.
333318TDTM	RECKT-R	RIFLE TETHERLESS RECOIL KIT	EA	$ 2,829.37	The Rifle Tetherless Recoil Kit is an innovative training solution designed to simulate the recoil dynamics of rifles without the use of physical tethers, cables, or attachments.
333318TDTM	101757-A	CO2 FILL STATION w/TANK, STAND & ADAPTOR	EA	$ 615.72	The CO2 Fill Station with Tank, Stand, and Adaptor is a comprehensive recharging solution designed for easy and efficient filling of CO2-powered training equipment such as simulated recoil weapons.
333318TDTM	101757-B	CO2 FILL STATION STAND & ADAPTOR	EA	$ 415.37	The CO2 Fill Station with Stand, and Adaptor is a comprehensive recharging solution designed for easy and efficient filling of CO2-powered training equipment such as simulated recoil weapons.
TRAINING WEAPONS & ACCESSORIES					
333318TDTM	WPN-300244	LS X26P TASER, KEYPRESS	EA	$ 977.33	X26 LS Laser Trainer w/ 2 Cartridges
333318TDTM	WPN-300601	LS X2 TASER, KEYPRESS	EA	$ 1,710.33	X2 LS Laser Trainer w/ 2 Cartridges
333318TDTM	301418	STREAMLIGHT STRION IR TRAINING FLASHLIGHT	EA	$ 390.93	IR Flashlight Trainer
333318TDTM	FLASH-016-C	IR FLASHLIGHT TRAINING SYSTEM	EA	$ 1,356.53	IR Flashlight Training System
333318TDTM	M9IRS1/4	BERETTA M9 LASER HAND TRAINER (IR)	EA	$ 439.80	M9 DRYFIRE TRAINER, IR
333318TDTM	102022	SIM M17 DRYFIRE TRAINER (IR)	EA	$ 483.78	The SIM M17/M18 Simulated Weapon is a high-fidelity, sensor-enabled training replica of the U.S. Army's M17 and M18 Modular Handgun Systems (MHS).
333318TDTM	301288	SIM M18 DRYFIRE TRAINER (IR)	EA	$ 483.78	The SIM M17/M18 Simulated Weapon is a high-fidelity, sensor-enabled training replica of the U.S. Army's M17 and M18 Modular Handgun Systems (MHS).
333318TDTM	300340	SIM 7 DRYFIRE TRAINER (IR)	EA	$ 483.78	The SIM 7 Dryfire Training Handgun is a high-tech training system designed to enhance

					firearm proficiency without the need for live ammunition.
333318TDTM	102322	SIM 8 DRYFIRE TRAINER (IR)	EA	$ 483.78	The SIM 8 Dryfire Training Handgun is a high-tech training system designed to enhance firearm proficiency without the need for live ammunition.
333318TDTM	102685-A	SIM4 DRYFIRE TRAINER TRAINER (IR)	EA	$ 1,417.13	The SIM 4 Dryfire Training Carbine is a high-tech training system designed to enhance firearm proficiency without the need for live ammunition.
333318TDTM	HANDGIRC1/4	1911 DRYFIRE TRAINER (IR)	EA	$ 293.20	The 1911 Dryfire Training Handgun is a high-tech training system designed to enhance firearm proficiency without the need for live ammunition.
333318TDTM	IR870BC	PUMP SHOTGUN DRYFIRE TRAINER (IR)	EA	$ 547.30	870 Pump 12 Gauge Shotgun, (IR)
333318TDTM	WPN-300972	TACTICAL BATON TRAINER	EA	$ 733.00	The Tactical Baton Trainer is an advanced training tool designed for law enforcement, security personnel, and tactical teams to master the use of a tactical baton in self-defense, crowd control, and close-quarter combat situations.
333318TDTM	WPN-300086	OC SPRAY KIT, KEYPRESS	EA	$ 293.20	OC Spray Judgmental Trainer
LASER DRYFIRE KITS					
333318TDTM	101055	LA DRYFIRE LASER KIT, IR, .40, .45, 9mm (850)	EA	$ 390.93	LA DRYFIRE LASER KIT, IR, .40, .45, 9mm (850)
333318TDTM	101136-A	LA DRYFIRE LASER REVOLVER KIT, IR, .357/.38 SPECIAL, SINGLE CARTRIDGE	EA	$ 249.22	LA DRYFIRE LASER REVOLVER KIT, IR, .357/.38 SPECIAL, SINGLE CARTRIDGE
333318TDTM	101930	LA DRYFIRE LASER, IR, 9MM, ID 2 (8ms,850nm)	EA	$ 293.20	LA DRYFIRE LASER, IR, 9MM, ID 2 (8ms,850nm)
333318TDTM	101305	20 GAUGE ADAPTER FOR 9MM AMMO	EA	$ 38.12	20 Gauge Adapter for 9mm ammo
333318TDTM	101252	12 GAUGE SHOTGUN ADAPTER	EA	$ 38.12	12 Gauge Shot Gun Adapter for Ammo Cartridge
SOFTWARE					
333318TDTM	41400	SOFTWARE, VBS4 INDIVIDUAL	EA	$ 8,429.47	SOFTWARE, VBS4 INDIVIDUAL
333318TDTM	41423	SOFTWARE, PRELIMINARY MARKSMANSHIP INSTRUCTION (PMI MIL)	EA	$ 4,881.76	SOFTWARE, PRELIMINARY MARKSMANSHIP INSTRUCTION (PMI MIL)
333318TDTM	41444	SOFTWARE, PRELIMINARY MARKSMANSHIP INSTRUCTION, LAW ENFORCEMENT (PMI LE)	EA	$ 1,465.99	SOFTWARE, PRELIMINARY MARKSMANSHIP INSTRUCTION, LAW ENFORCEMENT (PMI LE)
333318TDTM	41442	SOFTWARE, KD RANGE	EA	$ 830.73	SOFTWARE, KD RANGE
333318TDTM	41430	SOFTWARE, CQC ALPHA PACK	EA	$ 342.07	SOFTWARE, CQC ALPHA PACK

333318TDTM	41336-C	SOFTWARE, PRACTICAL SHOOTING, ALPHA	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, ALPHA
333318TDTM	41349	SOFTWARE, PRACTICAL SHOOTING, BRAVO	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, BRAVO
333318TDTM	41389	SOFTWARE, PRACTICAL SHOOTING, CHARLIE	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, CHARLIE
333318TDTM	41416	SOFTWARE, PRACTICAL SHOOTING, DELTA	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, DELTA
333318TDTM	41418	SOFTWARE, PRACTICAL SHOOTING, ECHO	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, ECHO
333318TDTM	41419	SOFTWARE, PRACTICAL SHOOTING, FOXTROT	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, FOXTROT
333318TDTM	41447	SOFTWARE, PRACTICAL SHOOTING, GOLF	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, GOLF
333318TDTM	41448	SOFTWARE, PRACTICAL SHOOTING, HOTEL	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, HOTEL
333318TDTM	41452	SOFTWARE, PRACTICAL SHOOTING, INDIA	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, INDIA
333318TDTM	41461	SOFTWARE, PRACTICAL SHOOTING, JULIET	EA	$ 293.20	SOFTWARE, PRACTICAL SHOOTING, JULIET
333318TDTM	41135	SOFTWARE, SKILL DRILLS I	EA	$ 879.60	SOFTWARE, SKILL DRILLS I
333318TDTM	41139	SOFTWARE, SKILL DRILLS II	EA	$ 879.60	SOFTWARE, SKILL DRILLS II
333318TDTM	41422	SOFTWARE, SKILL DRILLS III	EA	$ 977.33	SOFTWARE, SKILL DRILLS III
333318TDTM	41133-A	SOFTWARE, COURSE OF FIRE II	EA	$ 1,417.13	SOFTWARE, COURSE OF FIRE II
333318TDTM	41177	SOFTWARE, RUNNING MAN	EA	$ 1,123.93	SOFTWARE, RUNNING MAN
333318TDTM	41229	SOFTWARE, SHAPES AND COLORS	EA	$ 293.20	SOFTWARE, SHAPES AND COLORS
333318TDTM	41158-01	SOFTWARE, MOTION CONTROL SOFTWARE	EA	$ 13,575.11	SOFTWARE, MOTION CONTROL SOFTWARE
333318TDTM	CD-LVS	SOFTWARE, LASER SHOT VIRTUAL SHOOT HOUSE COURSEWARE	EA	$ 8,146.05	SOFTWARE, LASER SHOT VIRTUAL SHOOT HOUSE COURSEWARE
JUDGMENTAL TRAINING SOFTWARE					
333318TDTM	41321-A	JUDGEMENTAL TRAINING SOFTWARE PLAYER w/ COMPLETE LIBRARY	EA	$ 8,307.30	JUDGEMENTAL TRAINING SOFTWARE PLAYER W/ COMPLETE LIBRARY
333318TDTM	41496	SOFTWARE, JTS SLED	EA	$ 2,736.52	SOFTWARE, SLED
SCREENS					
333318TDTM	SC-SFLV47X94	4' X 8' SELF SEALING SCREEN PANEL	EA	$ 568.32	4' x 8' Self Sealing Screen Panel

333318TDTM	SC-SFLV61301	44" X 82" SCREEN ASSEMBLY WITH 12" X 48"	EA	$ 850.28	44" x 82" Screen Assembly with 12" x 48" C Cut-Out (Keep or not)
333318TDTM	SC-SFLV61308	44 X 82 SCREEN REPLACEMENT, NO CUT OUTS, WITH HANGER SLOTS	EA	$ 762.32	(2) 44" x 82" Screen Replacement w/ No Cut Outs w/ Hanger Slots
COMPUTERS & ACCESSORIES					
333318TDTM	101799	LS GAMING LAPTOP	EA	$ 1,705.44	LS Gaming Laptop
333318TDTM	CUST-SYS-356-A	GULFPORT X86 RACK	EA	$ 673,020.21	GULFPORT X86 RACK
333318TDTM	CUST-SYS-356-B	GULFPORT POWER	EA	$ 405,109.14	GULFPORT POWER
333318TDTM	CUST-SYS-6PMINIC	GULFPORT POWER - MINI	EA	$ 76,275.72	GULFPORT POWER MINI
CAMERAS					
333318TDTM	SYS-CAM-PKG-LS240	SYSTEM, MULTI SERIES CAMERA PACKAGE, LS240 CAMERA	EA	$ 19,464.50	SYSTEM, MULTI SERIES CAMERA PACKAGE, LS240 CAMERA
333318TDTM	101308	PHOENIX T3-40 LIVE FIRE CAMERA	EA	$ 15,484.82	PHOENIX T3-40 Live Fire Camera
WARRANTY					
333318TDTM	WAR-02	YEAR 2 EXTENDED WARRANTY	EA	9.77%	YEAR 2 EXTENDED WARRANTY - Extends Basic Warranty for 2nd Year
333318TDTM	WAR-03	YEAR 3 EXTENDED WARRANTY	EA	13.68%	YEAR 3 EXTENDED WARRANTY - Extends Year 2 Warranty to Year 3
333318TDTM	WAR-04	YEAR 4 EXTENDED WARRANTY	EA	27.36%	YEAR 4 EXTENDED WARRANTY - Extends Year 3 Warranty to Year 4
333318TDTM	WVA-01	WARRANTY SUPPORT PORTSMOUTH, VA	EA	$ 15,164.25	WARRANTY SUPPORT PORTSMOUTH, VA
333318TDTM	WCA-02	WARRANTY SUPPORT IMPERIAL BEACH CA	EA	$ 16,914.65	WARRANTY SUPPORT IMPERIAL BEACH CA
333318TDTM	WGA-03	WARRANTY SUPPORT GUAM	EA	$ 18,624.00	WARRANTY SUPPORT GUAM
333318TDTM	WBA-04	WARRANTY SUPPORT BAHRAIN	EA	$ 19,908.21	WARRANTY SUPPORT BAHRAIN

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
333318TDTM	333318TDTMRC	OFF-THE SHELF TRAINING DEVICES AND TRAINING MATERIALS
OLM	OLMSTLOC OLMRC	Order-Level Materials (OLMs)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

2. Maximum order: $1,000,000

SINs	Maximum Order
333318TDTM	$1,000,000
OLMs	$250,000

3. Minimum order: $100

4. Geographic coverage (delivery area). Worldwide

5. Point(s) of production (city, county, and State or foreign country). STAFFORD, TX – FORT BEND COUNTY

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. Quantity/Dollar Value of order

50,000.00 - 100,000.00 additional 1%
100,001.00 or more additional 1.5%

8. Prompt payment terms. Net 30 Days

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. 45-60 ARO

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor or To Be Determined at the Task Order level

10c. Overnight and 2-day delivery. Contact Contractor or To Be Determined at the Task Order level

10d. Urgent Requirements. Contact Contractor or To Be Determined at the Task Order level

11. F.O.B. point(s). CONUS FOB Destination – ALASKA, HAWAII, PUERTO RICO and OCONUS Locations, Origin

12a. Ordering address(es). 4214 Bluebonnet Dr. Stafford Texas 77477

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

LASER SHOT, INC
Attn: Accounts Receivables
4214 Bluebonnet Dr
Stafford Texas 77477
Off: 281 240-1122

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. N/A

16. Terms and conditions of rental, maintenance, and repair (if applicable). N/A

17. Terms and conditions of installation (if applicable). N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A

18b. Terms and conditions for any other services (if applicable). N/A

19. List of service and distribution points (if applicable).

LASER SHOT, INC
Attn: Customer Service
4214 Bluebonnet Dr
Stafford Texas 77477
Off: 281 240-1122
After Hours: 281 744-8044
css@lasershot.com

20. List of participating dealers (if applicable). N/A

21. Preventive maintenance (if applicable). Preventative maintenance requirements vary based on the product purchased. Refer to the Operator and Maintenance Manual for said product

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov/. N/A

23. Unique Entity Identifier (UEI) number. **G62XKQN4A4Q4**

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories.

An official website of the United States government Here's how you know

The vendor has not provided images for this product.

CONFIGURABLE TRAINING SYSTEM - 180 DEGRE

A wide, wrap-around projection or multi-screen setup delivers a seamless, panoramic visual experience that replicates the trainees natural field of vision.

Manufacturer Part Number	GRP-180WP
Manufacturer	LASER SHOT, INC
Order Increment	1
Country of Origin	UNITED STATES
Warranty	1 YR
Schedule/SIN	MAS/333318TDTM
Contractor Part Number	GRP-180WP

Country of Origin - US

DISAST PURCH Disaster Purchasing items

COOP PURCH Cooperative Purchasing items

$190,090.68 EA

Quantity: 1

Add to Cart

Compare Sources (1)

Sold and Shipped by

LASER SHOT., INC

Contract minimum order: $100.00

Contract Number

47QRAA25D009D (Ends: May 12, 2030)

Socio

S

FOB/Shipping

- Shipping included - CONUS
- Shipping not included - AK, PR, HI

Delivery

240 days delivered ARO

Compare Available Sources

To view another contractor description, simply select the Contractor in the list below.

Showing **1** of **1** Matching Contractors.

	Price/Unit		Features (0)	Contractor	Socio (0)	Deliv Days	Min Order	FOB/Shipping (0)
Selected	**$190,090.68**	EA		**LASER SHOT., INC**	S	240 days delivered ARO	$100.00	D-CONUS/O-AK,PR,HI

LASER SHOT, INC
4214 Bluebonnet Dr
Stafford Texas 77477
(281) 240-1122
www.lasershot.com

Quote

Date: 5/26/2026
Quote #: 42777-B
Expiration Date: 6/25/2026
GSA Contract: 47QRAA250009D

To: Ocala PD
Attn: Shelby Prather
402 S Pine Ave
Ocala FL 34471

Salesperson	Email	Telephone	Shipping	Payment Terms
Dennis Taylor	dtaylor@lasershot.com	281-240-1122	90-120 ARO	Wire Transfer

Qty	Description	Unit Price	Line Total
1	**CUSTOM, 180° MULTI SCREEN JTS SYSTEM (144 x86)**	160,610.00	$ **160,610.00**
	System includes the following items on GSA		
	(GRP-180WP) CONFIGURABLE TRAINING SYSTEM - 180 DEGREE	190,090.68	$ 190,090.68
	Modification Discount to use Simrange Configuration		$ **(27,034.50)**

A 3.5% Merchant fee will be added to all Credit Card Transactions

Subtotal	$ 163,056.18
GSA Discount	$ **(2,446.18)**
Freight	INCLUDED
Total	$ **160,610.00**

"Confidentiality Notice: This Quote is confidential and is intended only for the review of the party to whom it is addressed, This Quote is subject to Laser Shot's Standard Terms and Conditions of Sales. "The BUYER must obtain at his own risk and expense any export and/or import license or other official authorization and carry out, where applicable, all customs formalities necessary for the export and/or import of the goods. Laser Shot, Inc. shall under no circumstances be responsible for any failure to fill an order due to: 1) failure of buyer to obtain export licenses, 2) export controls or authorizations, or 3) any existing or future laws or acts of Government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official of any such government)." All prices quoted are US Dollars. " Laser Shot is responsible for collecting sales tax in the following states: AZ, CA, FL, GA, IN, IL, KS, KY, ME, MN, NJ, NY, NC, PA, SC, TX, VA, WA, WI, WV. Purchase order (s) issued as a result of this proposal in any of these states, applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate.

File #: 2026-1280 Agenda Item #: 10c.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

FORMAL TITLE:
Three-year contract with Cubix, Inc. for the provision of citywide carpet cleaning services with an estimated aggregate expenditure of $150,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Bid Released to the Public: March 27, 2026

BACKGROUND:
The Facilities Management Department is responsible for maintaining flooring and carpeting across various City buildings. Regular, proactive carpet cleaning improves appearance and safety while helping extend the life of the carpets.

FINDINGS AND CONCLUSIONS:
On March 27, 2026, the City released Invitation to Bid (ITB) No. FAC/260159 for citywide carpet cleaning services. Five (5) competitive bids were received, and Cubix, Inc. was determined to be the lowest responsive and responsible bidder.

Bidder Name	Office Location	Total Bid Amount three (3) Years
Cubix, Inc	Orlando, FL	**$ 102,177.24**
King Service Solutions, LLC	Orlando, FL	$ 128,692.44
Outliers Capital SMB, LLC	Ocala, FL	$ 127,619.82
Mega Service Solutions, Inc	Tampa, FL	$ 161,558.43
First Coast Franchising dba Janiking	Gainsville, FL	$ 428,974.80

FISCAL IMPACT:
Funding for this contract is encumbered/available in account 001-026-321-519-51-34010 - Other Services and will be available throughout the fiscal years.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR LOW MOISTURE CARPET CLEANING SERVICES - CITYWIDE

THIS AGREEMENT FOR LOW MOISTURE CARPET CLEANING SERVICES - CITYWIDE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CUBIX, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3069016) ("Vendor").

WHEREAS, on March 27, 2026, City issued an Invitation to Bid ("ITB") seeking a qualified contractor to provide professional carpet cleaning services utilizing the Low Moisture Encapsulation method for flooring installed in various City facilities, ITB No.: FAC/260159 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Cubix, Inc. was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide low moisture carpet cleaning services at various locations citywide (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-3)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Maintenance Schedule (C-1)
      Exhibit D: Holiday Schedule (D-1)
      Exhibit E: Kinetex Maintenance (E-1 through E-4)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E.
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. Vendor will invoice at least once a month. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Management Department**, Attn: **Gary Crews**; Address: **1805 NE 30th Avenue, Building 200, Ocala, Florida 34470**; E-Mail: facilities@ocalafl.gov

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers

for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JUNE 17, 2026** and continue in effect for a term of **THREE (3) YEARS**, through and including **JUNE 16, 2029** (the "Term"). This Agreement may be renewed for up to **ONE (1)** additional **TWO (2) YEAR** period by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
   (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
   (2) Vendor provides material that does not meet the specifications of the Agreement;
   (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
   (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity

with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills

and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

    B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
C. Policy must include coverage for contractual liability and independent Vendors.
D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor'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 Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor 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. **Vendor 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.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State

of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor 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.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation,

gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT VENDOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent Vendor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment,

supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Vendor 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. Vendor 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, Vendor 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.

Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor 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. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

37. **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.

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

If to Vendor:

Cubix, Inc.
Attention: Heather Corbitt
6450 Kingspointe Parkway
Orlando, Florida 32819
Phone: 863-618-8659
E-mail: heather@cubix-inc.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CUBIX, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

BACKGROUND

1. Vendor shall provide professional carpet cleaning services utilizing the Low Moisture Encapsulation method for flooring installed in various City facilities. Vendor shall provide complete services, including all labor, materials, equipment, repairs, supplies, transportation, management, expertise, and supervision, as requested, to perform this service in accordance with this Scope of Work.
2. All carpets shall be cleaned according to the number of times highlighted and specified in **Exhibit C-Maintenance Schedule**.
3. Scheduling of all services shall be coordinated with the City Project Manager. Supplies shall be delivered or shipped to the City of Ocala Facilities Management Department, 1805 NE 30th Avenue, Building 200, Ocala, Florida 34470.

PROJECT SUMMARY

1. **Project Summary:** Vendor shall perform the following cleaning processes and procedures for the City of Ocala:
   - Low Moisture Encapsulation Cleaning Services
     - Inspect all designated areas prior to cleaning. Identify stains, heavy traffic areas, seam issues, or damage. Report pre-existing damage to the City Project Manager before proceeding.
     - Perform thorough commercial-grade vacuuming prior to solution application.
     - Conduct multiple directional passes to maximize soil removal.
     - Treat stains using manufacturer-approved spotting agents. Avoid over-saturation.
     - Agitate as necessary using appropriate tools.
     - Use a low-moisture encapsulation detergent suitable for commercial carpets and approved for Kinetex products. Avoid excessive moisture that could affect the backing or adhesive.
     - No standing water or over-wetting is permitted.
     - After fully drying, vacuum to remove crystallized soil particles. Ensure no sticky residue or visible soil remains.
   - Vendor shall comply with the manufacturer's cleaning recommendations.
   - Vendor shall protect walls, baseboards, furniture, and adjacent surfaces.
   - Work not meeting City standards shall be re-performed at no additional cost.
   - Deficiencies must be corrected within 48 hours of notification.
2. **Working Hours:** The normal/standard working hours for this project are 5:00 PM – 9:00 PM Monday through Friday, excluding holidays. Vendor shall provide at least 48 hours' advance notice to the City Project Manager for any work performed outside normal shift hours. City may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.

2. Vendor shall provide an assigned project manager who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Vendor must each be promptly notified by the other of any complaints received.
4. Employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and maintain a professional appearance consistent with job conditions.
5. Vendor shall operate as an independent Vendor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Vendor shall possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. City shall furnish the following services/data to Vendor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City pertinent to the Vendor's responsibilities.
   C. Provide office facilities for Vendor, if needed.
2. City reserves the right to purchase any materials for Vendor to use. Vendor shall not charge a markup fee for materials furnished by the City.

VENDOR RESPONSIBILITIES

1. Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Vendor is responsible for any and all damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

5. Data collected by Vendor shall be in a format compatible with or easily converted to the City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
6. Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Vendor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
   B. The work site shall be completely cleaned after each day of work.
   C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. Vendor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, subcontractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Safety data sheets shall be provided upon request.
3. In no event shall the City be responsible for damage to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

Exhibit B - PRICE PROPOSAL

CONTRACT# FAC/260159

Customer Name	Vendor Name	Vendor Location
CITY OF OCALA	CUBIX, INC.	6450 KINGSPOINTE PARKWAY, STE 10 ORLANDO, FL 32819

Building	Address	Sq. Ft.	Cleanings per Year	Price per Cleaning	Annual Cost (for each location)
Group A					
Fleet Management Bldg 200	1805 NE 30th Ave	2142	3	$ 204.08	$ 612.24
Public Works (Admin/Storm)	1805 NE 30th Ave	1077	3	$ 102.62	$ 307.86
Electric Admin	1805 NE 30th Ave	9883	3	$ 941.61	$ 2,824.83
OFN - Bldg 500	1805 NE 30th Ave	2143	3	$ 204.18	$ 612.54
Water & Sewer Admin Bldg 600	1805 NE 30th Ave	1290	3	$ 122.91	$ 368.73
PW/ENG-Survey Bldg 700	1805 NE 30th Ave	3538	3	$ 337.09	$ 1,011.27
Suntran	1805 NE 30th Ave	1506	3	$ 143.49	$ 430.47
Engineering (Traffic Ops)	1805 NE 30th Ave	422	3	$ 40.21	$ 120.63
Fire Station 5	2340 NE 25th Ave	2035	3	$ 193.89	$ 581.67
Group B					
Fire Station 6 1st Flr & 2nd flr apparatus bay	5220 SW 50th Ct	2359	1	$ 224.76	$ 224.76
Fire Station 4	3300 SW 20th St	2680	1	$ 255.34	$ 255.34
Airport Control Tower	1700 SW 60th Ave	1342	1	$ 127.86	$ 127.86
Airport Hangar #19	750 SW 60th Ave	1834	1	$ 174.74	$ 174.74
Airport Terminal Bldg	1770 SW 60th Ave	2117	1	$ 201.70	$ 201.70
Group C					
Elec & Cust Srvs, 1st FLr	201 SE 3rd Ave	12200	3	$ 1,162.36	$ 3,487.08
Growth Mgt & Engineering	201 SE 3rd Ave	10008	3	$ 953.51	$ 2,860.53
City Hall	110 SE Watula Ave	18233	3	$ 1,737.15	$ 5,211.45
Magnolia Art Xchange (MAX)	533 NE 1st Ave	714	2	$ 68.03	$ 136.06
Fire Station 3 (+ area rug)	320 NE 8th Ave	582	3	$ 55.46	$ 166.38
Group D					
Fire Station 2	2701 SE 36th Ave	1746	2	$ 166.36	$ 332.72
Fire Station 7 (Area Rug)	885 SE 31st St	120	2	$ 11.43	$ 22.86
Fort King Tennis	3310 SE Ft King St	1021	2	$ 97.27	$ 194.54
Group E					
Recreation & Parks Admin	828 NE 8th Ave	2890	1	$ 275.35	$ 275.35
Parks Operations & Rangers	1307 NW 4th Ave	2110	1	$ 201.04	$ 201.04
8th Ave Senior Center	830 NE Sanchez Ave	464	1	$ 44.21	$ 44.21
Lillian Bryant Center	2200 NW 17th Pl	520	2	$ 49.54	$ 99.08
Discovery Center	7001 NE Sanchez Ave	1147	2	$ 109.28	$ 218.56
E.D. Croskey Center	1510 NW 4th St	905	2	$ 86.22	$ 172.44
Mary Sue Rich Community Center	1812 NW 21st Ave	7855	4	$ 748.39	$ 2,993.56
Barbara Washington Adult Activity Ctr	210 NW 12th Ave	328	1	$ 31.25	$ 31.25
Ocala Police Headquarters	402 S. Pine Ave.	13211	4	$ 1,258.68	$ 5,034.72
Ocala Police Headquarters	402 S. Pine Ave.	12502	2	$ 1,191.13	$ 2,382.26
Ocala Police Headquarters	402 S. Pine Ave.	12168	1	$ 1,159.31	$ 1,159.31
Ocala Police - District 1	650 NW MLK Ave.	1948	3	$ 185.60	$ 556.80
Ocala Police - District 2	350 NE 8th Ave	2184	3	$ 208.08	$ 624.24
				ANNUAL PRICING	**$ 34,059.08**
				TOTAL BID AMOUNT (3 YEAR TERM PRICING)	**$ 102,177.24**

OPTIONAL LINE ITEM PRICES (these prices will not be included in the total bid amount

DESCRIPTION	UOM	PRICE
Steam Cleaning	Per SF	$ 0.16
Emergency Cleaning (After Hours)	Per SF	$ 0.32
Spot/Stain Treatment (Beyond Routine Scope)	Per Occurrence	$ 680.00
Trip Charge	Per Visit	$ 680.00

Exhibit C: City of Ocala Maintenance Schedule														
Group "A" (3X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**
Fleet Management Bldg200	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Public Works(Admin/Storm)	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Electirc Admin	City Complex	1805 NE 30th Ave			**Service			**Service				**Service		
OFN - Bldg 500	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Water & Sewer AdminBldg 600	City Complex	1805 NE 30th Ave		**Service				**Service				**Service		
PW/ENG-RE-Survey Bldg700	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Suntran	City Complex	1805 NE 30th Ave	**Service				**Service				**Service			
Engineering (Traffic Ops)	City Complex	1805 NE 30th Ave		**Service				**Service				**Service		
Fire Station 5	Fire Rescue	2340 NE 25th Ave		**Service				**Service				**Service		
Group "B" (1X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**
Fire Station 6 1st Flr &	Fire Rescue	5220 SW 50th Ct								**Service				
F.S. 6 2nd flr & ApparatusBay	Fire Rescue	5220 SW 50th Ct								**Service				
Fire Station 4	Fire Rescue	3300 SW 20th St								**Service				
Airport Control Tower	Ocala Int'l Airport	1700 SW 60th Ave								**Service				
Airport Terminal Bldg.	Ocala Int'l Airport	1770 SW 60th Ave							**Service					
Airport Hangar #19	Ocala Int'l Airport	750 SW 60th Ave								**Service				
Group "C" (3X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**
Elec & Cust Srvs, 1st FLr	Citizens Svc Ctr	201 SE 3rd Ave			**Service				**Service					**Service
Growth Mgt &Engineering	Citizens Svc Ctr	201 SE 3rd Ave			**Service				**Service				**Service	
City Hall	Downtown Ocala	110 SE Watula Ave				**Service				**Service				**Service
Magnolia Art Xchange(MAX)	Downtown Ocala	533 NE 1st Ave					**Service						**Service	
Fire Station 3 (+ arearug)	Fire Rescue	320 NE 8th Ave	**Service				**Service				**Service			
Group "D" (2X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**
Fire Station 2	Fire Rescue	2701 SE 36th Ave					**Service						**Service	
Fire Station 7 (Area Rug)	Fire Rescue	885 SE 31st St					**Service						**Service	
Fort King Tennis	Rec & Parks	3310 SE Ft King St					**Service						**Service	
Group "E" (1X, 2X, or 4X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**
Recreation & Parks Admin	Rec & Parks	828 NE 8th Ave				**Service								
Parks Operations & Rangers	Rec & Parks	1307 NW 4th Ave				**Service								
8th Ave Senior Center	Rec & Parks	830 NE Sanchez Ave		**Service										
Lillian Bryant Center	Rec & Parks	2200 NW 17th Pl		**Service						**Service				
Discovery Center	Rec & Parks	7001 NE Sanchez Ave		**Service						**Service				
E.D. Croskey Center	Rec & Parks	1510 NW 4th St		**Service						**Service				
Mary Sue Rich Center	Rec & Parks	1812 NW 21st Ave	**Service			**Service			**Service			**Service		
Barbara Washington Adult Activity Ctr	Rec & Parks	210 NW 12th Ave								**Service				
Group "E" (1X - 4X per Year)			**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**
Ocala Police Headquarters	Ocala PoliceDept.	402 S. Pine Ave.	**Service			**Service			**Service			**Service		
Ocala Police Headquarters	Ocala PoliceDept.	402 S. Pine Ave.				**Service						**Service		
Ocala Police Headquarters	Ocala PoliceDept.	402 S. Pine Ave.							**Service					
Ocala Police - District 1(3)	Ocala PoliceDept.	650 NW MLK Ave.		**Service					**Service					**Service
Ocala Police - District 2(3)	Ocala PoliceDept.	350 NE 8th Ave		**Service					**Service					**Service
** Indicates the month service is anticipated to be done.														

Holiday Schedule

New Year's Day

Thanksgiving Day

Day After Thanksgiving

Martin Luther King, Jr. Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

Juneteenth

Labor Day

Veterans' Day

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

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Textile Composite Flooring

At J+J Flooring, we believe that clean floors are important. Therefore, it is the intent of this document to provide information that will keep your Kinetex® textile composite flooring looking its best.

The following information is not intended to cover every building's requirements or situation. It is therefore necessary for trained personnel to evaluate this information and implement proper maintenance procedures that will work for your individual space.

A higher overall appearance level is best achieved by a scheduled approach to maintenance.

The maintenance of your Kinetex textile composite flooring is not complicated. There are four separate flooring maintenance categories: Preventive, Daily, Interim and Restorative. Each category is dependent upon the other. Therefore, it is important that your maintenance plan includes all categories.

Your Kinetex maintenance program is the key to protecting your investment and keeping your floor looking great now and for the future.

I. Preventive Maintenance

Entrance Material

85% of soil accumulation on the floor is introduced into the building from foot traffic. Viable walk-off solutions (mats, imbedded material or walk-off tile) at all entrances or transitions from areas prone to collection of soil and debris are recommended to trap and hold soil before it is tracked into the interior floor surfaces. At least 15 feet of clean walk-off product is recommended. *Note: Maintain / change out walk-off material frequently.*

II. Daily Maintenance

A. Vacuuming

The most important component in any floor covering maintenance program is vacuuming for removal of particulate granular and silica soil particles. J+J Flooring recommends a commercially rated vacuum with the minimum following features: upright, dual motor, top loading, rotating brush bars and HEPA filtration. Slow overlapping passes with a proper vacuum used daily removes dry gritty soil that accumulates, therefore, preventing diminished aesthetic quality of the flooring. Also, soil accumulation is capable of abrading face fibers.

B. Spot removal

Thoroughly vacuum all loose soil. Next, for general or light spot removal, use a commercial carpet / fabric cleaner (Whittaker Crystal Dry®, Spot Shot®, Whittaker Oil and Grease Spot Remover, Chem-Dry or any spotter which has earned the CRI Seal of Approval). Use a terry towel, micro fiber cloth or soft bristle brush, agitate, blot and rinse by using water and damp towel or "mini" extractor (US Products Triple Play Spotter or Bissell SpotBot) to thoroughly rinse. **NOTE: DO NOT USE DRY COMPOUND CHEMISTRY WITH KINETEX.**

C. Stain Removal

Should a spot persist after proper application of previously referenced spotters used as directed, then professional grade specialty spotters may be required. Call J+J Flooring Customer Relations Department. For paint, oil, adhesive or grease stain use a volatile solvent spotter such as Spot Shot, Oops®or Goof Off™. DO NOT POUR THESE CLEANING AGENTS DIRCTLY ONTO THE KINETEX, instead pour them onto a clean white terry towel then agitate onto the Kinetex. Finally, follow spot cleaning process above in order to remove residue.

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D. Biological Contaminants

- Remove (scrape, blot) any excess soiling material. Apply CRI approved spotter with a brush then extract with a portable extractor (US Products Triple Play Spotter, Bissell SpotBot).
- Ideally, spots and stains should be removed immediately. Some food dyes and liquids left on Kinetex are capable of producing permanent stains. Without fail, all spots, spills gums and stains must be removed daily.
- Pretest all cleaning agents using a scrap piece of Kinetex or in an inconspicuous area. Allow the test area to dry. If there is any color change, do not continue. Pretest until a safe and effective cleaning agent is obtained.
- Liquid spills – blot thoroughly with white cotton towel or use a "mini" extractor to remove spills. Wicking action may cause soaked or untreated spills to recur during routine extraction cleaning.
- Dry stains – gently break up dry soil with a spoon followed by vacuuming. Moisten the area with a pre-tested spotter. Gently agitate the area using a clean white towel. Repeat these steps until the spot is removed.

To Sanitize Kinetex:

Test for colorfastness in an inconspicuous area. Kinetex should be free of excessive soil before applying. Use dilute or full strength as instructed by sanitizer. Apply at a rate of 2.5 oz per square foot. Sanitizer MUST come into contact with contaminant to work. Allow to dwell for 10 minutes. Do not rinse! Use an extraction wand and dry stroke Kinetex to remove excess moisture. Kinetex can air dry or fans may be used if floor needs to dry faster.

- **For Applied Pattern Products**

  Recommended Sanitizers: Vital Oxide by Vital Solutions (www.vitaloxide.com) is a CRI approved and EPA registered hospital sanitizer; effectively sanitizing Kinetex at 99.9% when used as directed. *Alternative - 3% hydrogen peroxide.* **NOTE: BLEACH CANNOT BE USED TO SANITIZE APPLIED PATTERN KINETEX PRODUCTS.**

- **For Non Applied Pattern Products**

  Recommended Sanitizers: Sanitize with a 5% bleach and 95% water solution. *Alternatives - Vital Oxide antimicrobial sanitizer or 3% hydrogen peroxide.* Fully extract once the Kinetex is sanitized.

E. Scuff Marks

Scuff marks are not uncommon and may appear on Kinetex as with any floor covering. These can be caused from grease, oil mud, dirt, shoe polish or friction from rubber soled shoes. The scuff marks may appear as dark brown or gray marks requiring either the spot cleaning process as previously described or cleaning solvents to effectively remove. Brush the area using a soft bristle hand brush, Whittaker Low Moisture trio dual brush machine or equivalent.

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III. Interim Maintenance

Low Moisture Encapsulation Cleaning
Entrances, heavy traffic areas, food and beverage areas and corridors should be properly cleaned at regular scheduled intervals. Whittaker's LOMAC® Encapsulate System is highly effective toward maintaining Kinetex appearance. This interim maintenance system features quick dry times and high productivity levels. This provides for the space to be returned to service quickly. These systems are also excellent for routine spot cleaning and scuff mark removal.
NOTE: DO NOT USE DRY COMPOUND CHEMISTRY WITH KINETEX. SPIN BONNET VOIDS WARRANTY.

IV. Restorative Maintenance

The final part of a soft surface flooring maintenance system is deep cleaning using hot water extraction (HWE). This method of deep cleaning equipment may be either truck mounted or portable. Brands are Bane Clene, Tenant, US Products or any machine which has earned the CRI Seal of Approval.

Begin the preparation process by first thoroughly vacuuming, followed by an application of an extraction pre-spray, allow for specified dwell time, extract. For heavy soiling, agitate applied pre-spray onto the Kinetex prior to wet extraction.
- Air movers will greatly reduce dry times.
- HVAC should be in constant operation.

NOTE: DO NOT USE DRY COMPOUND CHEMISTRY WITH KINETEX.

Frequency Chart

Traffic/Soil	Light	Moderate	Heavy
Vacuum	One to three times weekly	Daily	One to three times daily
Spot Check/Clean	Daily	Daily	Daily
Interim Maintenance	Every 3–6 months	Every three months	Monthly
Restorative Maintenance	Annually	Every six months	Every 90 days

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Resource List

- Institute of Inspection Cleaning and Restoration Certification (IICRC) Referral System for Certified Firms, 800.835.4624, www.iicrc.org
- Vacuum Cleaners, Spot Cleaners and Cleaning Systems that are laboratory tested and approved by the Carpet and Rug Institute's Seal of Approval, www.carpet-rug.org.

Hot water extraction equipment		
Bane Clene® Systems	800.428.9512	www.baneclene.com
Chem-Dry Carpet Cleaning	800.243.6379	www.chemdry.com

Low moisture extraction equipment and chemistry		
R.E. Whittaker Company	800.422.7686	www.whittakersystem.com

NOTE: DO NOT USE DRY COMPOUND CHEMISTRY WITH KINETEX.

Bid Tabulation Details

Solicitation: ITB# FAC/260159

Item	Description	Sq. ft.	Cleaning Per Year	Cubix, Inc Orlando, FL		King Service Solutions, LLC Orlando, FL		Outliers Capital SMB, LLC Ocala, FL		Mega Service Solutions, Inc Tampa, FL		First Coast Franchising dba Janiking Gainsville, FL	
				Price per Cleaning	Annual Cost for each location	Price Per Cleaning	Annual Cost for each location	Price Per Cleaning	Annual Cost for each location	Price Per Cleaning	Annual Cost for each location	Price Per Cleaning	nual Cost for each locati
1	Fleet Management Bldg 200	2142	3	$204.08	$ 612.24	$257.04	$ 771.12	$ 254.90	$ 764.70	$ 321.30	$ 963.90	$ 856.80	$ 2,570.40
2	Public Works (Admin/Storm)	1077	3	$102.62	$ 307.86	$129.24	$ 387.72	$ 128.16	$ 384.48	$ 161.55	$ 484.65	$ 430.80	$ 1,292.40
3	Electric Admin	9883	3	$941.61	$ 2,824.83	$1,185.96	$ 3,557.88	$ 1,176.08	$ 3,528.24	$ 1,482.45	$ 4,447.35	$ 3,953.20	$ 11,859.60
4	OFN Bldg 500	2143	3	$204.18	$ 612.54	$257.16	$ 771.48	$ 255.02	$ 765.06	$ 321.45	$ 964.35	$ 857.20	$ 2,571.60
5	Water & Sewer Admin Bldg 600	1290	3	$122.91	$ 368.73	$154.80	$ 464.40	$ 153.51	$ 460.53	$ 193.50	$ 580.50	$ 516.00	$ 1,548.00
6	PW/ENG Survey Bldg 700	3538	3	$337.09	$ 1,011.27	$424.56	$ 1,273.68	$ 421.02	$ 1,263.06	$ 530.70	$ 1,592.10	$ 1,415.20	$ 4,245.60
7	Suntran	1506	3	$143.49	$ 430.47	$180.72	$ 542.16	$ 179.21	$ 537.63	$ 225.90	$ 677.70	$ 602.40	$ 1,807.20
8	Engineering (Traffic Ops)	422	3	$40.21	$ 120.63	$50.64	$ 151.92	$ 50.22	$ 150.66	$ 63.30	$ 189.90	$ 168.80	$ 506.40
9	Fire Station 5	2035	3	$193.89	$ 581.67	$244.20	$ 732.60	$ 242.16	$ 726.48	$ 305.25	$ 915.75	$ 814.00	$ 2,442.00
10	Fire Station 6 1st Flr & 2nd Flr apparatus bay	2359	1	$224.76	$ 224.76	$283.08	$ 283.08	$ 280.72	$ 280.72	$ 353.85	$ 353.85	$ 943.60	$ 943.60
11	Fire Station 4	2680	1	$255.34	$ 255.34	$321.60	$ 321.60	$ 318.92	$ 318.92	$ 402.00	$ 402.00	$ 1,072.00	$ 1,072.00
12	Airport Control Tower	1342	1	$127.86	$ 127.86	$161.04	$ 161.04	$ 159.70	$ 159.70	$ 201.30	$ 201.30	$ 536.80	$ 536.80
13	Airport Hangar #19	1834	1	$174.74	$ 174.74	$220.08	$ 220.08	$ 218.25	$ 218.25	$ 275.10	$ 275.10	$ 733.60	$ 733.60
14	Airport Terminal Bldg	2117	1	$201.70	$ 201.70	$254.04	$ 254.04	$ 251.92	$ 251.92	$ 317.55	$ 317.55	$ 846.80	$ 846.80
15	Elec & Cust Srvs, 1st Flr	12200	3	$1,162.36	$ 3,487.08	$1,464.00	$ 4,392.00	$ 1,451.80	$ 4,355.40	$ 1,830.00	$ 5,490.00	$ 4,880.00	$ 14,640.00
16	Growth Mgt & Engineering	10008	3	$953.51	$ 2,860.53	$1,200.96	$ 3,602.88	$ 1,190.95	$ 3,572.85	$ 1,501.20	$ 4,503.60	$ 4,003.20	$ 12,009.60
17	City Hall	18233	3	$1,737.15	$ 5,211.45	$2,187.96	$ 6,563.88	$ 2,169.73	$ 6,509.19	$ 2,734.95	$ 8,204.85	$ 7,293.20	$ 21,879.60
18	Magnolia Art Xchange (MAX)	714	2	$68.03	$ 136.06	$85.68	$ 171.36	$ 84.97	$ 169.94	$ 107.10	$ 214.20	$ 285.60	$ 571.20
19	Fire Station 3 (+ area rug)	582	3	$55.46	$ 166.38	$69.84	$ 209.52	$ 69.26	$ 207.78	$ 87.30	$ 261.90	$ 232.80	$ 698.40
20	Fire Station 2	1746	2	$166.36	$ 332.72	$209.52	$ 419.04	$ 207.77	$ 415.54	$ 331.74	$ 663.48	$ 698.40	$ 1,396.80
21	Fire Station 7 (Area Rug)	120	2	$11.43	$ 22.86	$14.40	$ 28.80	$ 14.28	$ 28.56	$ 22.80	$ 45.60	$ 48.00	$ 96.00
22	Fort King Tennis	1021	2	$97.27	$ 194.54	$122.52	$ 245.04	$ 121.50	$ 243.00	$ 193.99	$ 387.98	$ 408.40	$ 816.80
23	Recreation & Park Admin	2890	1	$275.35	$ 275.35	$346.80	$ 346.80	$ 343.91	$ 343.91	$ 433.50	$ 433.50	$ 1,156.00	$ 1,156.00
24	Parks Operations & Ranger	2110	1	$201.04	$ 201.04	$253.20	$ 253.20	$ 251.09	$ 251.09	$ 316.50	$ 316.50	$ 844.00	$ 844.00
25	8th Ave Senior Center	464	1	$44.21	$ 44.21	$55.68	$ 55.68	$ 55.22	$ 55.22	$ 69.60	$ 69.60	$ 185.60	$ 185.60
26	Lilian Bryant Center	520	2	$49.54	$ 99.08	$62.40	$ 124.80	$ 61.88	$ 123.76	$ 78.00	$ 156.00	$ 208.00	$ 416.00
27	Discovery Center	1147	2	$109.28	$ 218.56	$137.64	$ 275.28	$ 136.49	$ 272.90	$ 172.05	$ 344.10	$ 458.80	$ 917.60
28	E.D. Croskey Center	905	2	$86.22	$ 172.44	$108.60	$ 217.20	$ 107.69	$ 215.38	$ 135.75	$ 271.50	$ 362.00	$ 724.00
29	Mary Sue Rich Community Center	7855	4	$748.39	$ 2,993.56	$942.60	$ 3,770.40	$ 934.75	$ 3,739.00	$ 1,178.25	$ 4,713.00	$ 3,142.00	$ 12,568.00
30	Barbara Washington Adult Activity Center	328	1	$31.25	$ 31.25	$39.36	$ 39.36	$ 39.03	$ 39.03	$ 49.20	$ 49.20	$ 131.20	$ 131.20
31	Ocala Police Headquarters	13211	4	$1,258.68	$ 5,034.72	$1,585.32	$ 6,341.28	$ 1,572.11	$ 6,288.44	$ 1,981.65	$ 7,926.60	$ 5,284.40	$ 21,137.60
32	Ocala Police Headquarters	12502	2	$1,191.13	$ 2,382.26	$1,500.24	$ 3,000.48	$ 1,487.74	$ 2,975.48	$ 1,875.30	$ 3,750.60	$ 5,000.80	$ 10,001.60
33	Ocala Police Headquarters	12168	1	$1,159.31	$ 1,159.31	$1,460.16	$ 1,460.16	$ 1,447.99	$ 1,447.99	$ 1,825.20	$ 1,825.20	$ 4,867.20	$ 4,867.20
34	Ocala Police Distric 1	1948	3	$185.60	$ 556.80	$233.76	$ 701.28	$ 231.81	$ 695.43	$ 292.20	$ 876.60	$ 779.20	$ 2,337.60
35	Ocala Police Distric 2	2184	3	$208.08	$ 624.24	$262.08	$ 786.24	$ 259.90	$ 779.70	$ 327.60	$ 982.80	$ 873.60	$ 2,620.80
Grand Total					**$ 34,059.08**		**$ 42,897.48**		**$ 42,539.94**		**$ 53,852.81**		**$ 142,991.60**

Exhibit B - PRICE PROPOSAL

CONTRACT# FAC/260159

Customer Name	Bidder Name	Bidder Location
CITY OF OCALA	CUBIX, INC.	6450 KINGSPOINTE PARKWAY, STE 10 ORLANDO, FL 32819

Building	Address	Sq. Ft.	Cleanings per Year	Price per Cleaning	Annual Cost (for each location)
Group A					
Fleet Management Bldg 200	1805 NE 30th Ave	2142	3	$ 204.08	$ 612.24
Public Works (Admin/Storm)	1805 NE 30th Ave	1077	3	$ 102.62	$ 307.86
Electric Admin	1805 NE 30th Ave	9883	3	$ 941.61	$ 2,824.83
OFN - Bldg 500	1805 NE 30th Ave	2143	3	$ 204.18	$ 612.54
Water & Sewer Admin Bldg 600	1805 NE 30th Ave	1290	3	$ 122.91	$ 368.73
PW/ENG-Survey Bldg 700	1805 NE 30th Ave	3538	3	$ 337.09	$ 1,011.27
Suntran	1805 NE 30th Ave	1506	3	$ 143.49	$ 430.47
Engineering (Traffic Ops)	1805 NE 30th Ave	422	3	$ 40.21	$ 120.63
Fire Station 5	2340 NE 25th Ave	2035	3	$ 193.89	$ 581.67
Group B					
Fire Station 6 1st Flr & 2nd flr apparatus bay	5220 SW 50th Ct	2359	1	$ 224.76	$ 224.76
Fire Station 4	3300 SW 20th St	2680	1	$ 255.34	$ 255.34
Airport Control Tower	1700 SW 60th Ave	1342	1	$ 127.86	$ 127.86
Airport Hangar #19	750 SW 60th Ave	1834	1	$ 174.74	$ 174.74
Airport Terminal Bldg	1770 SW 60th Ave	2117	1	$ 201.70	$ 201.70
Group C					
Elec & Cust Srvs, 1st FLr	201 SE 3rd Ave	12200	3	$ 1,162.36	$ 3,487.08
Growth Mgt & Engineering	201 SE 3rd Ave	10008	3	$ 953.51	$ 2,860.53
City Hall	110 SE Watula Ave	18233	3	$ 1,737.15	$ 5,211.45
Magnolia Art Xchange (MAX)	533 NE 1st Ave	714	2	$ 68.03	$ 136.06
Fire Station 3 (+ area rug)	320 NE 8th Ave	582	3	$ 55.46	$ 166.38
Group D					
Fire Station 2	2701 SE 36th Ave	1746	2	$ 166.36	$ 332.72
Fire Station 7 (Area Rug)	885 SE 31st St	120	2	$ 11.43	$ 22.86
Fort King Tennis	3310 SE Ft King St	1021	2	$ 97.27	$ 194.54
Group E					
Recreation & Parks Admin	828 NE 8th Ave	2890	1	$ 275.35	$ 275.35
Parks Operations & Rangers	1307 NW 4th Ave	2110	1	$ 201.04	$ 201.04
8th Ave Senior Center	830 NE Sanchez Ave	464	1	$ 44.21	$ 44.21
Lillian Bryant Center	2200 NW 17th Pl	520	2	$ 49.54	$ 99.08
Discovery Center	7001 NE Sanchez Ave	1147	2	$ 109.28	$ 218.56
E.D. Croskey Center	1510 NW 4th St	905	2	$ 86.22	$ 172.44
Mary Sue Rich Community Center	1812 NW 21st Ave	7855	4	$ 748.39	$ 2,993.56
Barbara Washington Adult Activity Ctr	210 NW 12th Ave	328	1	$ 31.25	$ 31.25
Ocala Police Headquarters	402 S. Pine Ave.	13211	4	$ 1,258.68	$ 5,034.72
Ocala Police Headquarters	402 S. Pine Ave.	12502	2	$ 1,191.13	$ 2,382.26
Ocala Police Headquarters	402 S. Pine Ave.	12168	1	$ 1,159.31	$ 1,159.31
Ocala Police - District 1	650 NW MLK Ave.	1948	3	$ 185.60	$ 556.80
Ocala Police - District 2	350 NE 8th Ave	2184	3	$ 208.08	$ 624.24
				ANNUAL PRICING	**$ 34,059.08**
				TOTAL BID AMOUNT (3 YEAR TERM PRICING)	**$ 102,177.24**

OPTIONAL LINE ITEM PRICES (these prices will not be included in the total bid amount) BIDDERS MUST PROVIDE PRICING FOR EACH

DESCRIPTION	UOM	PRICE
Steam Cleaning	Per SF	$ 0.16
Emergency Cleaning (After Hours)	Per SF	$ 0.32
Spot/Stain Treatment (Beyond Routine Scope)	Per Occurrence	$ 680.00
Trip Charge	Per Visit	$ 680.00

File #: 2026-1505 Agenda Item #: 10d.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

FORMAL TITLE:
Additional expenditures under the agreement for roofing trade contract services for an increased aggregate expenditure not to exceed $579,815

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Facilities Management Department identified the need for comprehensive roof replacements at multiple municipal facilities. The existing roofing systems reached the end of their useful service life and were showing significant deterioration, including water intrusion, damaged insulation, and membrane failure.

On October 7, 2025, City Council approved an agreement to piggyback on Marion County's awarded contract with Big D Roofing Services, Inc., Contract No. 22Q-056-CA-01. City Contract No. FAC/250926 was subsequently established with a total aggregate expenditure not to exceed $500,000 for an initial contract term ending March 31, 2026.

FINDINGS AND CONCLUSIONS:
Since the inception of Contract No. FAC/250926, total expenditures have reached $504,815. On March 21, 2026, it was determined that the City Hall roof needed emergency restoration work beyond what was expected, with repairs estimated to cost $75,000. This work has been completed but not paid yet.

Approval of this amendment will increase the contract's total not-to-exceed amount from $500,000 to $579,815.

FISCAL IMPACT:
Funding is available in account 001-026-601-519-51-46010 - Facilities CIP Repair and Maintenance.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

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COOPERATIVE PURCHASING AGREEMENT FOR ROOFING TRADE CONTRACT SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR ROOFING TRADE CONTRACT SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BIG D ROOFING SERVICES, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 46-4728600) ("Contractor").

WHEREAS, after a competitive procurement process, Marion County (the "County") entered into an Agreement Between County and Contractor with Big D Roofing Services, Inc. for the provision of roofing trade contract services, Marion County contract number 22Q-056-CA-01 (the "Marion County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase roofing services, labor, and materials pursuant to essentially the same terms and conditions provided under the Marion County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Marion County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Roofing Trade Contract Services as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Marion County Agreement:** shall mean the agreement between Marion County and Big D Roofing Services, Inc. and its exhibits, as amended and attached hereto as **Exhibit A – Marion County Agreement.**
3. **INCORPORATION OF MARION COUNTY AGREEMENT.** The Marion County Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Marion County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

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Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: Marion County Agreement (A-1 through A-21)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Marion County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "Marion County," or "County" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Marion County Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **OCTOBER 8, 2025** and continue through and including **MARCH 31, 2026.**

D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Facilities Management Department**, 1805 NE 30th Avenue, Bldg. 1000, Ocala, Florida 34470, Attn: **Gary Crews** E-Mail: gcrews@ocalafl.gov; Office: 352-351-6796.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. 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.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as 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**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

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B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

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of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **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.

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

If to Contractor:

Big D Roofing Services, Inc.
Attention: Don Stauss
3145 NE 36th Avenue
Ocala, Florida 34479
Phone: 352-236-2959
E-mail: paula@bigdroofs.com

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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

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objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 10/27/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574G28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

BIG D ROOFING SERVICES, INC.

DocuSigned by:
Don Stauss
2F4C49C8F612468...

By: Don Stauss
(Printed Name)

Title: PRESIDENT
(Title of Authorized Signatory)

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Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22Q-056-CA-01 Roofing Trade Contract Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: 04/01/2025

DESCRIPTION OF MODIFICATION:

1. This modification renews the Agreement for one (1) year through March 31, 2026.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: CALEY CONARD
E-MAIL: caley.conard@marionfl.org
PHONE: 352-671-8647

CONTRACTOR NAME: Big D Roofing, Inc.
ADDRESS: 3145 NE 36th Ave., Ocala, FL 34479
ATTN: paula@bigdroofs.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Kathy Bryant 1/21/2025
KATHY BRYANT DATE
CHAIRMAN

ATTEST:
G.C. Harrell 01/21/2025
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

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

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Big D Roofing, Inc.

Don H Sommers 1/22/25
BY: DATE
DON H SOMMERS
PRINTED NAME
President
ITS:

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AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (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 **Big D Roofing Services, Inc.**, located at 3145 NE 36th Avenue, Ocala, FL, possessing FEIN# 20-1158422 (hereinafter referred to as "CONTRACTOR") under seal for the Roofing Trade Contract Services, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

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

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on March 1, 2022 shall be effective on the last signature date set forth below.

Section 2 – 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 #22Q-056 - Roofing Trade Contract Services, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR 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. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. This Agreement shall commence upon Board Approval, and execution of all parties, and shall continue for three (3) years, until March 31, 2025. Pending mutual agreement, there is one (1) annual renewal option available.

Section 5 – Scope of Services. CONTRACTOR shall complete the Work for Project 22Q-056 to perform Roofing Trade Contract Services on an as-needed basis to Marion County owned and leased buidlings, per the Contract Documents, Exhibit A – Scope of Work hereto, Exhibit B - Construction Standards hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment per Exhibit C – Fee Schedule hereto, (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Exhibit B - Construction Standards hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – 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 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

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Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR 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 CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the 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.

Section 14 – 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.

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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 Contractor/Vendor, 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 $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor 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 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR 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 CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR 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 CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR 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's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR 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, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and 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's fees.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal

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period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S.
Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. 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.
2. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees:
   a) CONTRACTOR certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
   b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR 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) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
   d) CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
   e) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
   f) If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   g) If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
   h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
   i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
   j) CONTRACTOR 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 the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR 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

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(including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – 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 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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 CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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.

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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 24 – 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 CONTRACTOR, 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.

Section 25 – 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 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR 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 CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR 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.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR 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 CONTRACTOR's contracts with COUNTY.

Section 27 – 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 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with

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same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Big D Roofing Services, Inc.
3145 NE 36th Avenue, Ocala, FL
CONTACT PERSON: Don Stauss | 352-236-2959

COUNTY: Marion County Facilities Management
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 CONTRACTOR 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, CONTRACTOR may designate up to two (2) e-mail addresses: paula@bigdroofs.com and hannah@bigdroofs.com. Designation signifies CONTRACTOR'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:

03/01/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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

03/01/2022
CARL ZALAK III DATE
CHAIRMAN

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

AND LEGAL SUFFICIENCY

4/11/2022
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: March 1, 2022
22Q-056 | Roofing Trade Contract Services

WITNESS:

SIGNATURE
Christopher Roskully
PRINTED NAME

BIG D ROOFING SERVICES, INC.

3/1/22
BY: DATE
Don H. Stauss, Jr.
PRINTED:
President
ITS: (TITLE)

WITNESS:

SIGNATURE
Ann Watson
PRINTED NAME

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EXHIBIT A
SCOPE OF WORK

DESCRIPTION
Perform roofing replacement and repairs on an as-needed basis to Marion County owned and leased buildings. Marion County has three (3) standard roof types:

- Metal
- Asphalt shingle
- Flat membrane
    - Only certified Siplast and/or Fibertite.

SPECIFICATIONS
Work proposals will be approved once an email is sent to the contractor from a Facilities Management representative accepting the work and cost in the proposal before any work can commence. The proposal shall include a "not to exceed" price for labor and material cost plus 10%. The final bill should only include actual hours worked and receipts for equipment/materials purchased/rented with the 10% markup.

If the scope of work changes during the accepted proposed work, a new proposal shall be submitted by the firm and once again approved by the Facilities Management representative.

The successful firms shall bill hourly rates which are dependent on the time the work commences. Should services be requested during the normal schedule business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, only the hours worked after 5:30 p.m. shall be billed at the overtime rate (1.5-hour standard rate). For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 5:30 pm and an overtime rate for the services from 5:30 p.m. to 7:00 p.m. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail until 7:00 a.m. of the next normal work day and will then revert to straight time rates. Time cards shall be submitted with all bills and must match hours and rate being billed along with the employee's name.

All work under this contract shall be performed by the contractor's regular employees. Sub-contracting of work is not allowed without consent from Marion County Facilities Division. All employees performing any services under this contract will be required to pass a level 1 background check performed by the Marion County Sheriff's Office and sent to Facilities Management prior to award.

Hourly rates shall include administration, vehicle and any associated costs for each employee.

Any equipment or material required to perform work requested by the County shall be billed at cost plus 10% markup. Receipts shall be submitted with final bill to match any equipment or material being billed.

Company owned equipment shall be reimbursed at the latest nationally recognized FEMA equipment rates; unless the County is requesting a lump sum bid for a particular project. See Attachment (FEMA Schedule of Equipment Rates 2019). Company service vehicles shall not be reimbursed, as those costs shall be included in the hourly rates.

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If a specific type of equipment is not on the current attached FEMA equipment rates, the reimbursement price will be negotiated and approved by the Facilities Management project team.

Facilities Management reserves the right to request lump sum when it is in the best interest of the County. The successful contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed or email.

- By seeking proposals from Contractors, the County does not represent that it will utilize the successful Contractor's services any guaranteed number of times over the course of the year.
- The County reserves the right to utilize the services contained within this contract via other means.

The Contractor must comply with all local and State and Federal laws, rules and regulations for their trade and possess the applicable valid State of Florida License. The County will require that the Contractor be on call on a 24-hour basis for any emergency that may occur. The firm must be able to respond to the County site within four (4) hours after request for regular service and within two (2) hours of an emergency request for service. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the County. Such supplies, materials and parts shall be of new quality and the cost of such shall be billed as reflected in the proposal from the Contractor.

- Marion County Facilities Management reserves the right to direct purchase equipment.

WARRANTY
Unless otherwise specified, the Contractor agrees that the services furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation. A minimum of 1-year parts and labor warranty is required on all services rendered to the county.

FACILITY MANAGEMENT STANDARDS
The contractor must comply with the Marion County Standards.

SPECIAL CONDITIONS
Work will be distributed at the discretion of the project management team, based on performance and partnership with the county for each trade. Contractors who fail to respond within the four (4) hours regular service or two (2) hours emergency service will be subject to a Contractor complaint.

Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both facilities management and the successful Contractor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Contractor.

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SAFETY REQUIREMENTS/REGULATIONS

1. All Contractors are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Project Manager, at (352) 671-8745.

2. The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, and Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

3. A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:
First violation: Correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

4. Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

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5. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

6. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

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EXHIBIT B
CONSTRUCTION STANDARDS

SECTION 1
THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2
RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3
PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

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C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

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(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

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F. **TIME FOR CORRECTION.**
Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

SECTION 5
CONTRACTOR

A. **CONTRACTOR DUTY.**
CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**
CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**
CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**
The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**
COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

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C. **INTERPRETER; JUDGE.**
The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**
The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**
The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**
The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**
The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**
The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**
The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR. NOTICE.**
All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**
Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**
Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

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give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. **"SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

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SECTION 8
CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

Docusign Envelope ID: 50F9288E-1EDF-4B39-B2B0-F820A08F0F95

the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9
UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

Docusign Envelope ID: 50F9288E-1EDF-4B39-B2B0-F820A08F0F95

EXHIBIT C

FEE SCHEDULE

Service Work Hourly Rate Roofing

Group	Description	Unit	Regular Working Hours	Overtime/Emergency Hours
1	Master Roofer	Hrs.	$95.00	$125.00
2	Journeyman	Hrs.	$75.00	$95.00
3	Apprentice	Hrs.	$58.00	$75.00

Certificate Of Completion

Envelope Id: 50F9288E-1EDF-4B39-B2B0-F820A08F0F95
Status: Completed
Subject: SIGNATURE - Cooperative Purchasing Agreement for Roofing Repair and Replacement (FAC/250926)
Source Envelope:
Document Pages: 30
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/8/2025 4:26:36 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Don Stauss paula@bigdroofs.com PRESIDENT BIG D ROOFING SERVICES Security Level: Email, Account Authentication (None)	DocuSigned by: Don Stauss 2F4C49C8F612468... Signature Adoption: Pre-selected Style Using IP Address: 216.255.255.213	Sent: 10/8/2025 4:29:55 PM Viewed: 10/16/2025 4:31:17 PM Signed: 10/16/2025 4:41:30 PM
Electronic Record and Signature Disclosure: Accepted: 10/16/2025 4:31:17 PM ID: 328f3db4-8e63-470b-bfae-8200ec5821f1		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/16/2025 4:41:31 PM Viewed: 10/23/2025 9:18:24 AM Signed: 10/23/2025 11:12:14 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b310:7e1a:355f:cea9:9871:8210 Signed using mobile	Sent: 10/23/2025 11:12:15 AM Viewed: 10/27/2025 6:16:25 PM Signed: 10/27/2025 6:16:44 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 6:16:46 PM Viewed: 10/28/2025 8:52:58 AM Signed: 10/28/2025 8:53:14 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 10/28/2025 8:52:58 AM
ID: 09944de8-94d4-463f-ba5d-3e86dfa6e8db

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 4:29:55 PM
Certified Delivered	Security Checked	10/28/2025 8:52:58 AM
Signing Complete	Security Checked	10/28/2025 8:53:14 AM
Completed	Security Checked	10/28/2025 8:53:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-2055

ID #:	2025-2055	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	09/12/2025
Presented By: :				**Final Action:**	10/07/2025

rmal Title: Utilization of piggyback contract awarded to Big D Roofing Services, Inc. for the provision of roofing trade contract services for an aggregate expenditure of $500,000

Internal Notes:

Target Meeting: 10/07/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Cooperative Purchasing Agreement for Roofing Trade Contract Services - Big D Roofing Services (FAC 250926), FAC-250926 - Your policy exception has been approved., CITY OF OCALA ROOF BUDGETS

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cguy@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2025	Approved				Pass

Action Text:

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

Aye: 5 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer

Text of Legislative File 2025-2055

Submitted By: Christina Guy
Presentation By: Gary Crews
Department: Facilities Management

FORMAL TITLE:
Utilization of piggyback contract awarded to Big D Roofing Services, Inc. for the provision of roofing trade contract services for an aggregate expenditure of $500,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala Facilities Department has identified the need for comprehensive roof replacements across multiple municipal buildings. The existing roofing systems at these locations have reached the end of their service life, exhibiting widespread deterioration, including water intrusion, insulation damage, and membrane failure.

FINDINGS AND CONCLUSIONS:
A policy exception request to piggyback Marion County's contract was submitted by Facilities Management staff and approved by the Procurement and Contracting Officer on August 22, 2025. Marion County awarded Contract No. 22Q-056-CA-01 to Big D's Roofing, Inc, after a competitive solicitation (RFP 22Q-056) where four vendors were evaluated. On March 1, 2022, contract awards were made to Big D Roofing Services, Inc. and Advanced Roofing, Inc. The original contract was awarded for a term of three years, from March 1, 2022 through March 31, 2025 with a one-year extension.
Big D Roofing Services, Inc. has agreed to extend pricing and services to the City of Ocala under the same terms and conditions. This pricing has been found to be fair and reasonable by Facilities staff.
The Facilities Department, in coordination with external service providers, has completed a comprehensive evaluation to assess the scope and urgency of the roofing issue. The evaluation determined that several full roof replacements will be required soon to maintain structural integrity, safeguard City assets, and ensure the continued safety and comfort of building occupants. The attached prioritized list includes the buildings that staff will begin work on first (this list is subject to change as needed). Staff recommends approval to proceed with Big D Roofing, utilizing Marion County, Florida, Contract No. 22Q-056, in the aggregate amount of $500,000.

FISCAL IMPACT:
Funds are allocated/encumbered in account 001-026-601-519-51-46010 - Facilities CIP Repair.

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

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: 2026-1488 Agenda Item #: 10e.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
Purchase of multiple actuators for Water Treatment Plant No.1 filters and pipe actuators system from Floworks USA, LP, doing business as Flotech, Inc. with a total cost of $115,350

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
Sole Source (SSP 239) released to the public on 2/3/2026

BACKGROUND:
The City of Ocala's Water Treatment Plant No. 1 has been in continuous operation since 1972, serving as the sole provider of drinking water for more than 69,000 residents. Operating 24 hours a day, seven days a week, the facility produces an average of 15 million gallons of award-winning potable water daily. A team of trained and licensed operators is on-site around the clock, conducting water quality tests every two hours to ensure compliance with, and exceedance of, all drinking water standards.

Lime water softening is a chemical precipitation process used to remove calcium and magnesium hardness from Florida's groundwater. By adding lime (calcium hydroxide) to raw water, the pH is raised to convert dissolved bicarbonates into insoluble calcium carbonate, which settles out and is removed as sludge. The softened water goes through multimedia filtration (usually sand or anthracite layers) to remove any remaining microscopic particles. Finally, disinfectants (such as chlorine or chloramines) are added before the water is sent to the tap.

FINDINGS AND CONCLUSIONS:
On February 3, 2026 the City advertised Sole Source Posting (SSP) No. SSP-239 to verify that Floworks USA, LP, dba Flotech, Inc. was the exclusive distributor for Limitorque actuators. SSP-239 was advertised for a period of 15 business days as required by section 120.57(3), Florida Statutes, and closed on 2/25/2026. There were no objections from any other vendors.

The sand filtration system consists of six trains comprising multiple actuators of various sizes, which operate sequentially during the filter backwashing process. This system has been in operation since the 1970s, and the

most recent rehab was in the late 1990's. Currently, several actuators are exhibiting signs of wear and potential failure. To ensure continued reliability and maintain regulatory compliance, staff recommends approval of this purchase to initiate the replacement of these components.

FISCAL IMPACT:
Funding for repair and maintenance of these units is available in account #308-030-266-533-53-46010.

PROCUREMENT
The procurement of these goods and services was conducted in compliance with the City's Procurement policy.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
The City's Standard Purchase Order Terms & Conditions will be utilized for the procurement of these goods

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Quote

9405-Flotech Ind Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
5/20/26	3749126-00	MXB10/WG-05 RFQ		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:20 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA Basin #2 Actuator

Instructions				
FULL FREIGHT ALLOWED				
Ship Point	**Ship Via**	**Shipped Date**	**Freight Terms**	**Terms**
FLOTECH - JAX Industrial	BEST WAY			N30 DAYS

Notes

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
1	MXB-10-480V-OC-B4-77RPM LIMITORQUE MXB-10 ELECTR IC ACTUATOR LIMITORQUE ELECT ACT MXB-10 3/60/480 WP OPEN/CLOSE 77 RPM B4 STEM NUT 24 VDC OR OPTIONAL 110 VAC CONTROL	1.00	1.00	EACH	11,650.00	11,650.00
2	WG-05-1SD-B WG-05-1SD-B WORM GEAR - LIMITORQUE FA25/30	1.00	1.00	EACH	0.00	0.00
3	CS MK CARBON STEEL MOUNTING KIT W/ MACHINED STEM NUT	1.00	1.00	each	1,400.00	1,400.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT, THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO, FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9405-Flotech Ind Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
5/20/26	3749126-00	MXB10/WG-05 RFQ		2
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:20 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions				
FULL FREIGHT ALLOWED				
Ship Point	**Ship Via**	**Shipped Date**	**Freight Terms**	**Terms**
FLOTECH - JAX Industrial	BEST WAY			N30 DAYS

3	**Lines Total**	**Total Order Quantity**	**3.00**	**Subtotal** 13,050.00
				Taxes 0.00
				Total 13,050.00

EST WEIGHT:	**0**

Quote Validity is 30 days unless a price increase occurs first. All lead times are subject to prior sale. All custom adaption is non-returnable and non-cancellable.
ALL ITEMS AND LEAD TIMES SUBJECT TO PRIOR SALE

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT,
THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO,
FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE
PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/30/26	3723381-00	24" VSI BFI BFV EMO		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:23 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA Drain Valves

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Notes

FULL FREIGHT ALLOWED DO NOT CHARGE SHIPPING

76 SECOND OPERATING TIME

120V POWER

24 VDC OR 120V CONTROL

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
1	MX-10-120V-OC-B4-155RPM LIMITORQUE ELECTRIC ACTU ATOR LIMITORQUE ELECT ACT MX-10 1/60/120 WP OPEN/CLOSE 155 RPM B4 STEM NUT 24 VDC OR OPTIONAL 110 VAC CONTROL 9 IN STOCK JAX, FL CONVERT TO 77 RPM	6.00	6.00	EACH	7,110.00	42,660.00
2	WG-05-1SD-D WG-05-1SD-D WORM GEAR - LIMITORQUE FA25/30 388:1 RATIO LEAD TIME 9-10 WEEKS ARO	6.00	6.00	EACH	4,050.00	24,300.00
3	CS MK	6.00	6.00	each	1,010.00	6,060.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
Diversion contrary to U.S. Law is prohibited.
UNLESS OTHERWISE AGREED TO IN WRITING UNDER A SEPARATE MASTER CONTRACT,
THIS QUOTE, AND ANY SUBSEQUENT PURCHASE ORDER OR INVOICE SUPERSEDES ANY OTHER TERMS AND CONDITIONS AND IS EXPRESSLY MADE SUBJECT TO, AND YOUR ACCEPTANCE IS STRICTLY LIMITED TO,
FLOWORKS TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME THE
PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
The pricing included in this quotation is based on then-current import/export rates in effect as of the date of this quotation. If, during the term of any agreement to purchase any products included in this quotation, the costs of goods and/or materials increases due to changes in import/export costs, including tariff increases, Seller shall be entitled to adjust product pricing to reflect such increases. Such price adjustments shall be made in good faith and will take effect immediately upon Seller's notification to Buyer of the increased price.

Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/30/26	3723381-00	24" VSI BFI BFV EMO		2
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:23 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
	CARBON STEEL MOUNTING KIT					

3	**Lines Total**	**Total Order Quantity**	**18.00**	**Subtotal**	**73,020.00**
				Taxes	**0.00**
				Total	**73,020.00**

EST WEIGHT:	0

Quote Validity is 30 days unless a price increase occurs first. All lead times are subject to prior sale. All custom adaption is non-returnable and non-cancellable.
ALL ITEMS AND LEAD TIMES SUBJECT TO PRIOR SALE

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
Diversion contrary to U.S. Law is prohibited.
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Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717423-00	LIMITORQUE RFQ		1
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:26 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA Rate of Flow Valves

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

Notes

FULL FREIGHT ALLOWED DO NOT CHARGE SHIPPING

LEAD TIME: 1 WEEK

Line	Product and Description	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Amount(Net)
3	MXB-05-480V-OC-B4-18RPM LIMITORQUE MXB-05 ELECTR IC ACTUATOR LIMITORQUE ELECT ACT MXB-05 3/60/480 WP OPEN/CLOSE 18 RPM B4 STEM NUT 24 VDC OR OPTIONAL 110 VAC CONTROL 14" DEZ BAW - DRAIN	3.00	3.00	EACH	7,320.00	21,960.00
5	MXB-05-480V-OC-B4-40RPM LIMITORQUE ELECTRIC ACTU ATOR LIMITORQUE ELECT ACT MXB-05 3/60/480 WP OPEN/CLOSE 40 RPM B4 BASE 24 VDC OR OPTIONAL 110 VAC CONTROL 14" DEZ BAW - DRAIN	1.00	1.00	EACH	7,320.00	7,320.00

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
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A Safety Data Sheet (SDS) is available for any of our products upon request. Please contact your sales representative.
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Quote

9406-Flotech Muni Distr: 136 Eastport Road
Jacksonville FL 32218-9999
Phone: 9043581849

Quote Date	Quote No	PO #		Page #
3/17/26	3717423-00	LIMITORQUE RFQ		2
Printed	**Customer #**	**Taken By**	**Rep In**	**Rep Out**
5/20/26 8:26 AM	1106877	cg13	cg13	mf12

Bill To	Ship To
CITY OF OCALA FLORIDA UTILITY SVCS WAREHOUSE 1805 NE 30TH AVE BLDG 700 OCALA, FL 34470-4882 USA Phone: 3523516770	CITY OF OCALA DISTRIBUTION ATTN: LUIS ACOSTA 1220 NW 4TH AVE OCALA, FL 34475-5145 USA Phone: 3523516770 Fax: 3523516718

Remit To
_ PO Box 951037 DALLAS, TX 75395 USA

Instructions

Ship Point	Ship Via	Shipped Date	Freight Terms	Terms
FLOTECH -JAX Muni Distribution	BEST WAY			N30 DAYS

2	**Lines Total**	**Total Order Quantity**	**4.00**	**Subtotal** **29,280.00**
				Taxes **0.00**
				Total **29,280.00**

EST WEIGHT:	0

Quote Validity is 30 days unless a price increase occurs first. All lead times are subject to prior sale. All custom adaption is non-returnable and non-cancellable.
ALL ITEMS AND LEAD TIMES SUBJECT TO PRIOR SALE

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
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PURCHASE ORDER IS ISSUED FOR THESE GOODS AND/OR SERVICES, LOCATED AT http://gofloworks.com/terms-conditions-sale/
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SSP - 239 Munis# 260428

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 2/2/2026 **Requesting Division/Department:** Equipment Maintenance / Water Resources

Contact Person: Luis D. Acosta **Telephone Number:** 352-572-0421

Commodity/Service: Electric Actuators

Describe the commodity or service and its function: Limitorque actuators for valve madulations at water, wastewater, remote sites, and lift stations.

Cost of Commodity or Service: $ 50,000.00

Vendor Name: Flotech, Inc. 9406 - Muni Distr: **Contact Name:** Mangold, Edward

Address: 136 Eastport Road **City/State/Zip:** Jacksonville FL 32218-9999

Contact Phone Number: 904-358-1849 **Contact E-Mail Address:** EMangold@flotechinc.com

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: Flotech, Inc. is recognized by Flowserve – Lynchburg, Virginia USA as the Sole Municipal Represen

Item(s) are available from only one source and there are no alternates (*initials required*): LDA
Initials

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

☑ The vendor holds the exclusive distribution rights for the item in question.

☐ The commodity to be purchased is the only item compatible with existing equipment owned by the City.

☑ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

What steps were taken to verify that these features are not available elsewhere?

☑ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): Previously using AUMA and now standirized to Limitorque due to multiple technical issues with AUMA.

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☐ State why this is the only source for the required commodity or service (attach additional pages as necessary): _____

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Luis Acosta — Digitally signed by Luis Acosta Date: 2026.02.02 11:44:39 -05'00'
Requester's Signature — Date

Rusella Bowes-Johnson — Digitally signed by Rusella Bowes-Johnson Date: 2026.02.02 11:49:45 -05'00'
Requesting Director's Signature — Date

For Procurement Use Only

Sole Source Number (if applicable): SSP-239 **Date Listing Posted:** 2/3/2026

This request appears to be sole source.	☑ Yes	☐ No
If, no. Is this a standardization?	☐ Yes	☐ No
Is Council approval required?	☐ Yes	☑ No
Was this Procurement posted on the Internet?* *this requirement is for sole sources	☑ Yes	☐ No

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature — 2/25/2026 Date

Approved ☑ Denied ☐

Daphne Rolle — 2/26/2024
Chief Procurement & Contracting Officer — Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

Limitorque Aftermarket/ Third Party vendor and Part

Per pass experiences, using aftermarket or third-party parts often means sacrificing consistent quality and precise fitment for a lower price. Key downsides include variable product quality, potential to void equipment warranties, and increased risk of improper fit, which can lead to premature failure or reduced equipment performance.

Variable quality fluctuates significantly between manufacturers, ranging from high-quality to inferior, making it harder to ensure reliability compared to Original Equipment Manufacturer (OEM) parts. In addition, aftermarket parts are not held to the same standards as Original Equipment Manufacturer (OEM) parts, resulting in inconsistent, often inferior, performance.

Third-party parts may not fit as precisely as OEM parts, potentially requiring modifications during installation or causing issues with equipment.

Non-OEM parts can cause premature wear, reduced efficiency, and overall failure of the machinery or equipment

Installing aftermarket parts can void your equipment's factory warranty. Additionally, these parts often come with limited or no warranty coverage. Due to lower-quality materials, some aftermarket parts may not last as long as their OEM counterparts, causing them to need replacement sooner.

Because they are not engineered to the exact, original specifications, they might not perform as well as the original component. In conclusion, without a standardized spare parts list, sourcing quality components requires more research, relying on trial-and-error.

Ended - No Bids

SHOW INSTRUCTIONS

Transaction Fee:
Yes
ProRFx ID:
RFI02022600000020
ProRFx Type:
RFI: Supplies

Format:
Client Purchase
Solicitation No:
SSP - 239 RFI WRS/260428
Listing Category:
[31251501] Electric actuators

Scope of Work:

Bid Name:
Limitorque Actuators for Treatment

It is the intent of the City of Ocala to purchase the product listed in the attached Exhibit A. This particular product may be classified as "Sole Source." If you believe your company has the capability of supplying a "like" (equal, or identical) product, please send an e-mail to emarquez@ocalafl.gov ; Senior Buyer, and inc...
VIEW ALL

Listing Image:
Pic_8006538a.png **(PNG, 1 KB)**
Industry Type:
City and town managers' offices
Contact Name:
Ms. Eileen Marquez
Contact Phone:
(352) 629-8362

Listed By:
CITY OF OCALA
Listing Creator:
Contact information
Contact Email:
emarquez@ocalafl.gov

Ship to Location:
110 SE Watula Avenue
Address1:
110 SE Watula Avenue
Address2:
CITY HALL
City: Ocala
State: FL
Zip/Postal: 34471

Listing Class.:
RFI **Request For Information**
Listing Ends After:
End Date/Time reached

Listing Start Date:
2/3/2026 10:12:28 AM EST
Listing End Date:
2/25/2026 2:00:00 PM EST
Bid Closes:
2/25/2026 2:00:00 PM EST
Listing Status:
CLOSED **No Bids**

IMPORTANT BID DOCUMENT(S)

1. Exhibit A - Sole Sou... MORE (334.6 KB - PDF)
2. Exhibit B - Limitorq... MORE (29.13 MB - PDF)

Listing View | Vendor Questions (0, 0) | Internal Questions (0, 0) | Bids (0)

Template: RFI ()

Supplies - RFI

Header *(5 steps to complete)*

1. *General Terms & Conditions	[REQUIRED]	[?]
2. Anti-Lobbying/Communications	[BLANK]	[?]
3. *Vendor Agreements	[REQUIRED]	[?]
4. *SPECIAL CONDITIONS	[REQUIRED]	[?]
5. Electronic Bid Response	[BLANK]	[?]

1. Response Requirements

*1.1. General Terms & Conditions

One or more items in this section are required.

☐ * By checking this box you have read and agree to abide by the City's Terms & Conditions.

Click to open and read the General Terms and Conditions this transaction will be governed with.

Enter your full name (Owner/Authorized Company Representative only):

1.2. Anti-Lobbying/Communications

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, Contracting Officer, or as provided in the protest policy located at: Protest Policy

Additionally, the City prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

*1.3. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

☐ Agrees to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

☐ Agrees to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

Owner/Authorized Company Representative initials:

*1.4. SPECIAL CONDITIONS

One or more items in this section are required.

ADA NEEDS:

ADA NEEDS:
Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

AWARDED CONTRACT FAILURE - BIDDING SUSPENSION

☐ **I understand and agree to the following:**
Bidders who submit a bid to the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

BIDDER CONTRACTS:
Bidder contracts/agreements will not be accepted in most cases. If a contract is required, only City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:
The City of Ocala (City) shall handle all written competitive submissions, replies, oral presentations, other submissions, correspondence, meetings and all records made thereof, and all other records concerning this solicitation in compliance with Chapters 119 and 286, Florida Statutes and Article 1, Section 24 of the Florida Constitution.

Proposals or replies received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

I have read and understand my responsibilities regarding any purported confidential, PROPRIETARY, or trade secret material contained in my proposal AND (please select the appropriate statement below):

☐ I have not included a redacted copy of our proposal.

☐ I have included a redacted copy of our proposal along with this original.

Owner/Authorized Company Representative initials:

CONFLICT OF INTEREST:
Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala

employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

PERFORMANCE EVALUATION:
At the end of the service period, the City may evaluate vendor performance. This evaluation will become public record.

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

☐ **Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:**
a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

REQUESTED AND ADDITIONAL DOCUMENTS

Upload any requested and additional documents here:

Upload

⚠ **Not Uploaded**

Browse...

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

SAFETY AND ENVIRONMENTAL:
Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-401-3989, or cell 352-572-0414, and rdennis@ocalafl.org.

☐ Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

SOLICITATION DOCUMENTS:
The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: www.bidocala.com
ProRFx Florida: www.florida.prorfx.com

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information.

Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes.).

If not previously provided, the affidavit may be downloaded from https://www.ocalafl.gov/home/showpublisheddocument/29503 and must be notarized.

1.5. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

Submit

Scope Of Work

It is the intent of the City of Ocala to purchase the product listed in the attached Exhibit A. This particular product may be classified as "Sole Source." If you believe your company has the capability of supplying a "like" (equal, or identical) product, please send an e-mail to **emarquez@ocalafl.gov** ; Senior Buyer, and include any and all descriptive information and documentation which supports the claim that your product is a "like" item.

The products and or services listed on the attached pages are believed to be of a unique or proprietary nature and therefore only available from one source. The sole source posting shall be listed for a period not less than fifteen (15) business days.

FLOWSERVE Flow Control

Limitorque *Making Valve Control Easier™*

January 26,2026

To: Luis D Acosta
City of Ocala

Subject: Authorized Flowserve – Limitorque Florida Municipal Representative

This letter is to hereby acknowledge that Flotech, Inc. is recognized by Flowserve – Lynchburg, Virginia USA as the Sole Municipal Representative for Limitorque products coupled with Pratt Valves in the state of Florida. No other entity can make this claim.

Flotech, Inc. is additionally an authorized distributor for MRO/retrofit services of Limitorque products and can promote new product sales, receive inquiries, present quotations and receive orders for products manufactured by Flowserve - Lynchburg, Virginia USA.

This authorization letter is valid until January 26, 2027, or until terminated by either party.

Regards,

Tom Johnston
FLOWSERVE | LIMITORQUE
Regional Sales Manager - Southeast U.S.
C: 281-221-5474
tjohnston@flowserve.com

Exhibit B - Limitorque Details

Contract #WRS|260428

FLOWSERVE

Limitorque® MX and QX Series B Smart Electric Actuators

Improved Reliability, Longer Service Life, Lower Total Costs — Plus Faster and Easier to Use



Experience In Motion



The leading edge of smart actuation

Nothing exceeds Limitorque MXb multi-turn and QXb quarter-turn actuators from Flowserve for ease of use and compatibility with valves of all types. They're designed to accommodate a broad range of applications and process while providing:

- Repeatable precision
- Improved reliability
- Enhanced user experience
- Advanced diagnostics
- Lower total cost of ownership
- Enhanced safety
- Simplified maintenance
- Proactive maintenance with IoT insights

Best-in-class actuation for your demanding applications

The Limitorque portfolio of valve automation products from Flowserve has enabled companies around the world to address their most-challenging flow control issues.

The Limitorque brand has evolved since its strategic introduction of a torque-limiting design that changed the industry 80 years ago. Today, Limitorque smart actuators deliver:

- Significant total lifecycle cost savings
- Greater operating efficiencies and process optimization
- Increased visibility into equipment conditions to enhance performance and avoid unplanned downtime

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The quick read

Electric actuators must perform reliably in severe environments and harsh conditions. Any failure can compromise valve performance, plant productivity and employee safety.

That's why Flowserve engineered the Limitorque MXb and QXb electric actuators for dependable performance across a broad range of tough applications, including:

- Oil and gas
- Petrochemical
- Commercial power
- Chemical
- Water
- Wastewater
- General industries

Ease of use

- Commissioning is 50% faster owing to a simplified menu and navigation, without the need for special tools.
- The high-resolution control panel display:
  - Delivers instant and up-to-the-minute actuator status and valve position
  - Shows clear historical and real-time graphs for critical process information such as torque, vibration and temperature profiles
  - Automatically adjusts brightness to enable visibility in all lighting conditions
  - Includes multiple languages for ease of use
  - Rotates to accommodate equipment orientations and installations

Reduced costs

- Backward compatibility enables cost-effective upgrading of existing MX and QX models to the advanced B series.
- Thermal resistance increases mean time between failure (MTBF).
- Oil bath lubrication extends the actuator life, enables storage and mounting in any orientation while maintaining full coverage, and eliminates the need for regular maintenance.

Design enhances reliability

- Improved reliability as the result of isolated inputs and outputs.
- Double-sealed enclosure up to IP68 (minimum 96 hours at 15 m), with separate terminal compartment eliminates the need for a heater and avoids the risk of water ingress during commissioning.
- Non-intrusive control knobs make it possible for the actuators to be sealed for life and eliminate risk of water/dust ingress.

Ensuring safe operation

- The independent handwheel disconnects the motor to enable manual reducing and provides a safety feature which can be engaged, even during motor operation.
- The LimiGard circuit monitor is designed for fail/no-action protection; it continually monitors the motor contactor, control relays, internal logic circuits and external command signal to detect and report malfunctions.



MXb



QXb

Applications for smart actuators

Compatible with broad range of valves

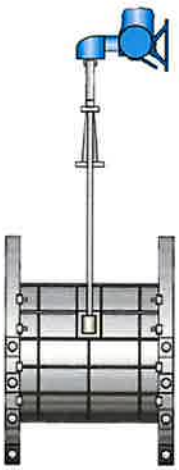
Limitorque MXb multi-turn and QXb quarter-turn actuators accommodate today's wide variety of valve designs and configurations and meet international standards for valve and actuator interfaces, including ISO 5210 and MSS SP-102.

MXb mounting options

MXb actuators are available in a wide variety of configurations to accommodate all rotary and linear valve applications:

- **Direct mounting:** Directly coupled with valves for torque-only applications. For thrust applications, MXb (and QXMb) actuators use a separate thrust base.
- **MXb with worm gearbox:** Coupled to a worm gear reducer (such as Limitorque WG or HBC models) for operation of part-turn valves, such as butterfly, ball, plug and damper. This combination provides an output torque capacity of up to 184,280 Nm (136,000 ft-lb).
- **MX with bevel or spur gearbox:** Rising stem valves coupled to a variety of bevel gear and spur gear reducers (such as Limitorque, V or SR models). Thrust up to 1,445 kN (325,000 lb) and torque up to 16,320 Nm (12,000 ft-lb) can be accommodated.

Learn about Limitorque gearboxes at https://www.flowserve.com/gearboxes.



MXb and bevel gearbox mounted to sluice gate



MXb and worm gearbox mounted to damper



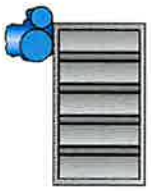
MXb directly mounted to wedge gate



MXB and worm gearbox mounted to butterfly valve

QXb mounting options

QXb actuators can be directly coupled with all rotary valves for position-seated or torque-only applications.



QXb directly mounted to damper



QXb directly mounted to butterfly valve



Compliance and certifications

MXb and QXb actuators are certified for compliance to international standards for ATEX, IECEx, FM and region-specific international certification organizations.

For more information about certifications, see pages 38 and 39 or contact your local sales representative.

The next generation in smart actuation

Realize unmatched reliability and precision with Limitorque MXb and QXb actuators from Flowserve. They also provide enhanced diagnostics and analytics plus a streamlined user experience to enable you to improve operations and safety while reducing costs.

First to provide repeatable precision

Tested dependability and condition monitoring

- Leverage the innovation of the first actuator developed with an absolute encoder that doesn't require troublesome and unpredictable battery back-up.
- Be confident that built-in self-test (BIST) enhancements and redundancy facilitate critical communication about equipment condition for comparison to the expected state. Any deviation is reported on the actuator screen or over a networked device.

Improved reliability

Protection from the outside environment

- Eliminate the need for a heater because the double-sealed IP68 enclosure — with a separate terminal compartment and non-intrusive control knobs — prevents dust and water ingress plus condensation, even without power.
- Ensure thermal resistance and extend equipment service life because the components are rated for a long mean time between failure (MTBF); in addition, a reinforced housing increases the actuator's operating ranges.
- Provide an IP68 enclosure regardless of whether the actuator is weather-proof or explosion-proof.
- Comply with NEMA 4, 4X and 6.

Enhanced user experience

Faster commissioning, setup and operation

- Enable up to 50% faster commissioning compared to previous models with a simplified multi-language menu and a rotary navigation knob.
- Cater to all knowledge and expertise levels by offering multiple configuration options with an intuitive menu.
- Configure in English, French, German and Italian plus Bahasa Indonesia, Katakana, Mandarin, Portuguese, Russian, Spanish and Turkish with the industry's first multi-lingual actuators.

Improved visibility from a safe distance

- Easily read a large, high-resolution LCD screen with adaptive brightness control from up to 9 m (30 ft).
- Rotate the control head up to 180° in 90° increments to ensure proper screen orientation, regardless of actuator mounting orientation.

Better visualization of data at the actuator

- Access data locally using the actuator's LCD interface or remotely via the FlowSync app or a laptop. (See pages 16 to 17 for details.)
- View real-time torque graphs, alarm and event logs, and other data in higher-quality resolution.
- Enhance visualization of operational graphs, logs and trend data with an advanced display that enables operators and technicians to quickly understand actuator conditions.

Advanced diagnostics and analytics

Increased memory improves captured data quality

- Investigate past events which are time-stamped and saved in memory 500+ times greater than previous models.
- Enable higher degrees of process monitoring, data logging and information feedback owing to the larger memory.
- Support asset management functions and lifecycle analysis with time-stamping.

Greater process visibility and control

- Easily integrate with other plant systems owing to a NAMUR NE107-compliant, diagnostic notification system.
- Enhance process performance monitoring by alerting operators to potential future failures with alarm and event conditions through an internationally accepted symbol standard.



Lower total cost of ownership

Easily retrofit display on existing actuators

- Update existing MXb and QXb actuators with conversion kits that retrofit the display and control assembly to provide all the advantages of new models.
- Reduce costs and future-proof your equipment investments with easy electronics interchangeability for backward compatibility with older models.

Enhanced safety

Manual positioning when needed

- Enable manual override with an independent handwheel that safely disconnects from the motor, even when it's running.
- Enhance safety and security by isolating the handwheel in manual or motor drive operation.
- *See additional safety certifications on pages 38 and 39.*

Simplified maintenance

Reduce maintenance time and costs

- Eliminate brackets, hold-downs and easily lost screws with the latch-and-eject connector design of the MXb and QXb actuators, which also ensures robust connectivity throughout the rated seismic and vibration envelope.
- Stop re-greasing while enabling mounting and storage in any orientation as a result of the oil bath lubrication.

Proactive maintenance with IoT insights

Monitor, analyze and predict actuator performance

- Compatible with RedRaven for Actuators, the complete end-to-end proactive maintenance solution for the industrial space from Flowserve.
- Works with other internet of things (IoT) systems that connect smart products, software and services.

Anatomy of MXb multi-turn and QXb quarter-turn actuators



MXb

1. Absolute encoder

- The MXb actuator uses an 18-bit resolution encoder, which allows for more than 10,000 drive sleeve rotations, and is 100% repeatable.
- The QXb actuator employs system-on-chip technology in its encoder and a non-contacting magnet to excite Hall effect devices, providing redundant, 12-bit resolution over 360°.
- Both units feature a built-in self-test (BIST) that enables each actuator to function reliably with built-in redundancy and without the need for an internal battery.

2. Motors

Three-phase AC (MXb)

- Reduces valve position overshoot owing to design optimized to handle high starting torque and low inertia.
- Includes Class F insulation; Class H is optional.
- The motor gear attachment enables the motor to be removed in one assembly for fast, easy inspection, repair and maintenance.

Brushless DC (QXb)

- Eliminates sparks, reduces mechanical and electrical noise, and dissipates heat better than brushed motors.
- Lasts longer than conventional motors and enables more accurate positioning while permitting a global range of voltages (single-phase and three-phase AC and DC) to be used.

3. Cast aluminum housing

- Cast 356-T6 grade aluminum with powder coating resists corrosion in extreme environments.
- Optional coatings available.

4. Handwheel

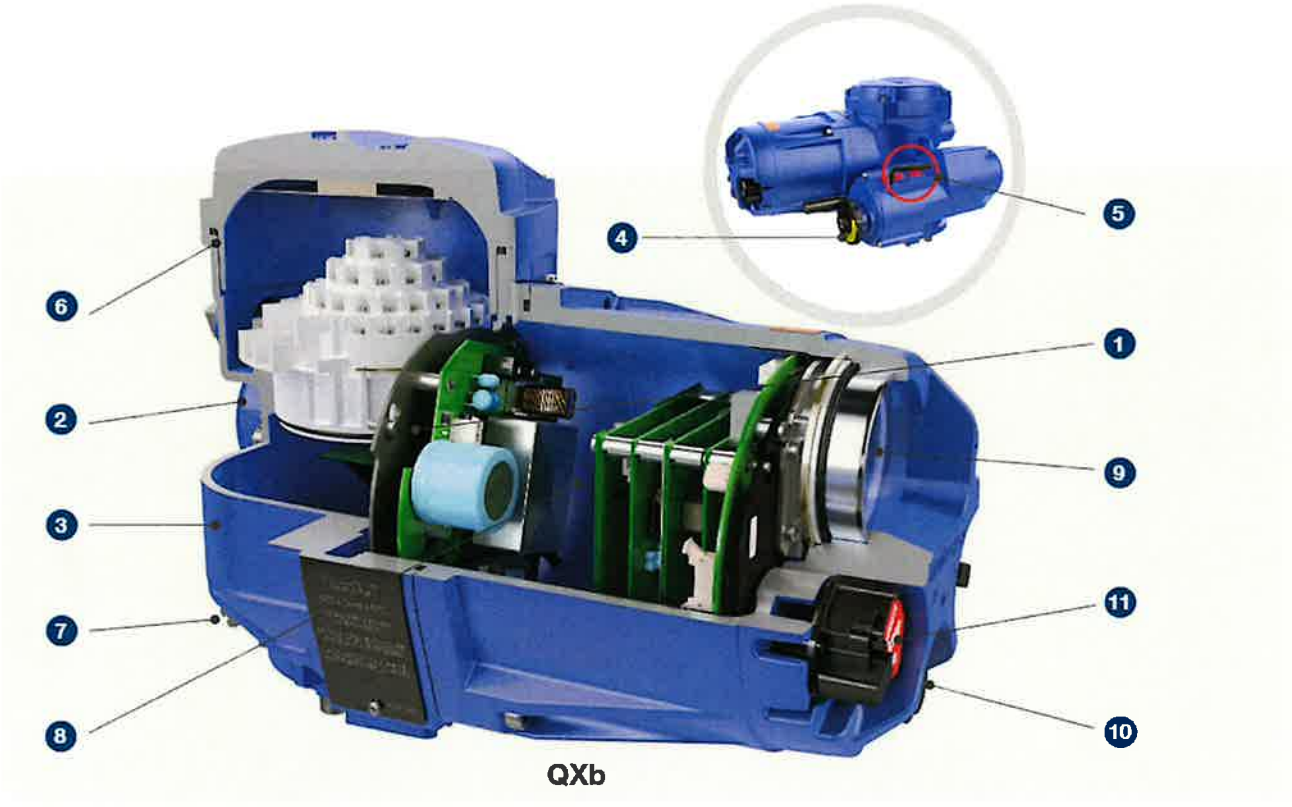
- The independent handwheel meets most minimum rim pull requirements and is available for emergency control when power is lost.

5. Declutch lever

- Enables manual operation with a handwheel.
- The lever automatically disengages — even when the motor is running — and can be padlocked for safety and security.
- The lever can be moved to manually isolate the handwheel during a power outage or emergency.

6. Double-sealed enclosure

- Complies with IP68 (refer to global certifications on pages 34 to 35)
- Separate, water-tight terminal compartment eliminates the need for a heater and avoids the risk of water ingress during commissioning.
- Control components are never exposed to the elements during site wiring or because of loose or faulty conduit cable connections.



QXb

7. Mechanical stop bolts (QXb only; not shown)

- Mechanical stop bolts are supplied for 90° movements.

8. Control chamber

- The MXb and QXb actuators utilize the same electronics package, but the QXb has an additional feature: a solid state motor controller.
- This design permits a wider range of customer-supplied voltages (single- or three-phase AC or DC) to be connected with simple modifications to the QXb actuator electronics.
- The location of the handwheel enables easy commissioning.

9. LCD multi-lingual display

- The MXb was the first non-intrusive, multi-turn actuator to equip users with LCD dialogue screens in the language of their choice.
- The control panel delivers instant, up-to-the-minute actuator status and valve position in multiple languages.
- It also simplifies set-up and commissioning and diagnostic information, including motor, identification and hardware data, as well as torque profile and log reports.

10. Rotary knobs

- Enable users to easily navigate menu options and make faster yet precise selections, particularly during set-up and configuration.
- Provide access to analytic and diagnostic information, including live graphs and logs via the Quick Access menu while the actuator is moving.

11. Local control switches

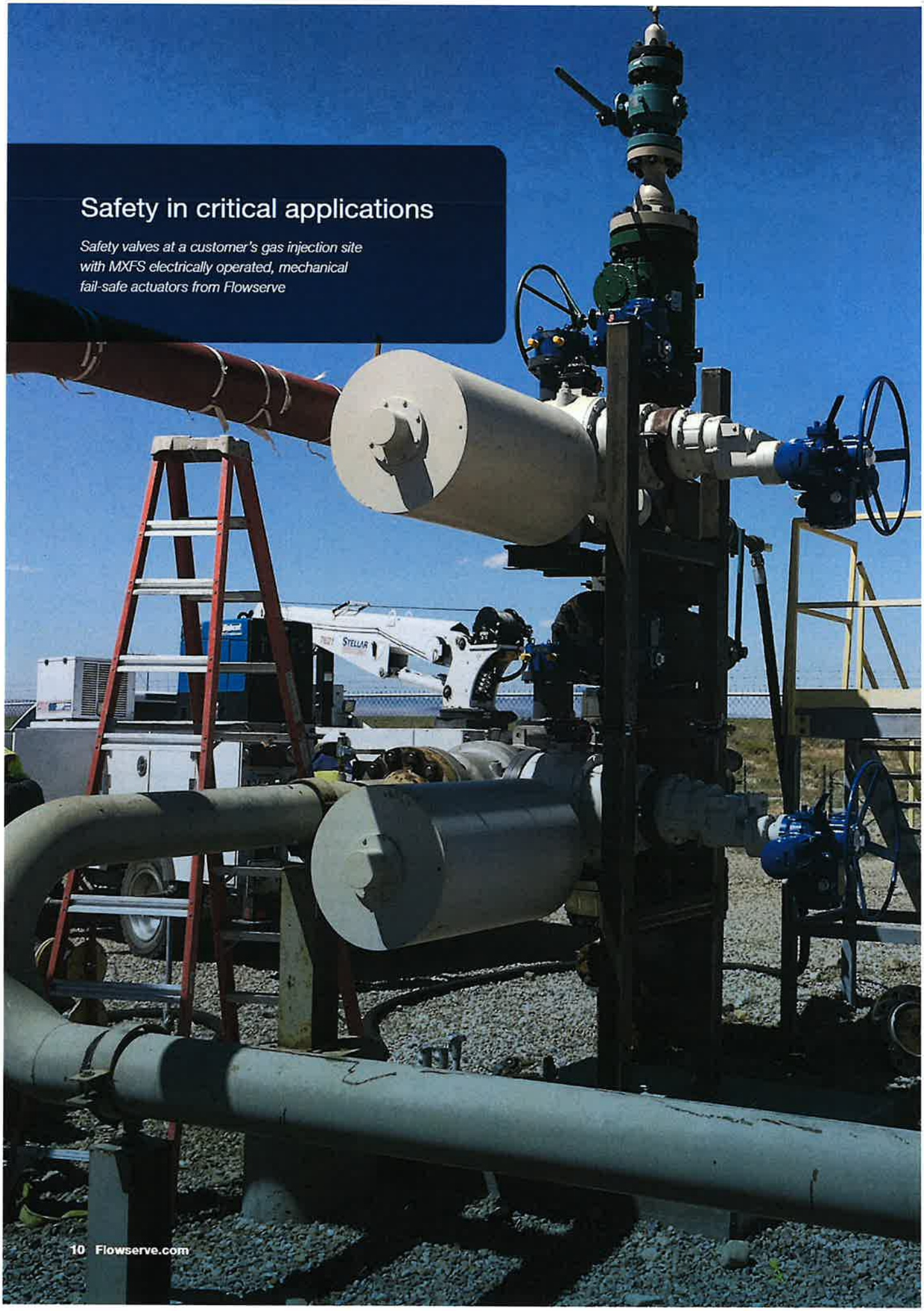
- Local control switches make set-up and commissioning simple, enabling easier selection of options and movement through the simplified menus.
- Provide the abilities to open, stop and close the actuator and select remote or local preferences.
- These switches are magnetically coupled, solid-state Hall effect devices, which eliminate troublesome and fragile reed switches.

12. Torque sensing

- The MXb actuator determines torque from motor speed, voltage and temperature.
- The QXb actuator determines torque from motor current, with compensation performed for voltage and temperature variations.
- Torque sensing for both models is highly reliable and predictable without the need for the extra components associated with electromechanical torque switches.

13. Worm and motor gear set (not shown on QXb)

- The internal gears are designed for performance and longevity.
- Rolled/ground gears are bearing supported and immersed in an extended-life, synthetic gear oil specifically designed to improve efficiency and minimize wear.



Safety in critical applications

Safety valves at a customer's gas injection site with MXFS electrically operated, mechanical fail-safe actuators from Flowserve

Fail-safe

MXFS and QXFS electrically operated, mechanical fail-safe actuators proven for critical applications

Fail-safe valves can ensure safety, eliminate emissions, and prevent product loss. Limitorque MXFS and QXFS actuators from Flowserve offer reliable, electrically operated, mechanical fail-safe solutions.

Engineered to handle torque to 194 kNm (1,720,000 in.-lbs), MXFS and QXFS actuators are ideal for critical applications such as pipeline ball valves, emergency shutdown (ESD) valves, safety valves, off-shore control valves and remote well-head valves.

MXFS and QXFS actuators are highly reliable upgrades for existing actuators susceptible to leakage or wasted energy. Electric actuation is combined with an independent spring to provide precise control with no dead time compared to the low reaction time and lower accuracy of pneumatic actuators. Energy stored in the spring contributes to lower power consumption and prevents emission loss.



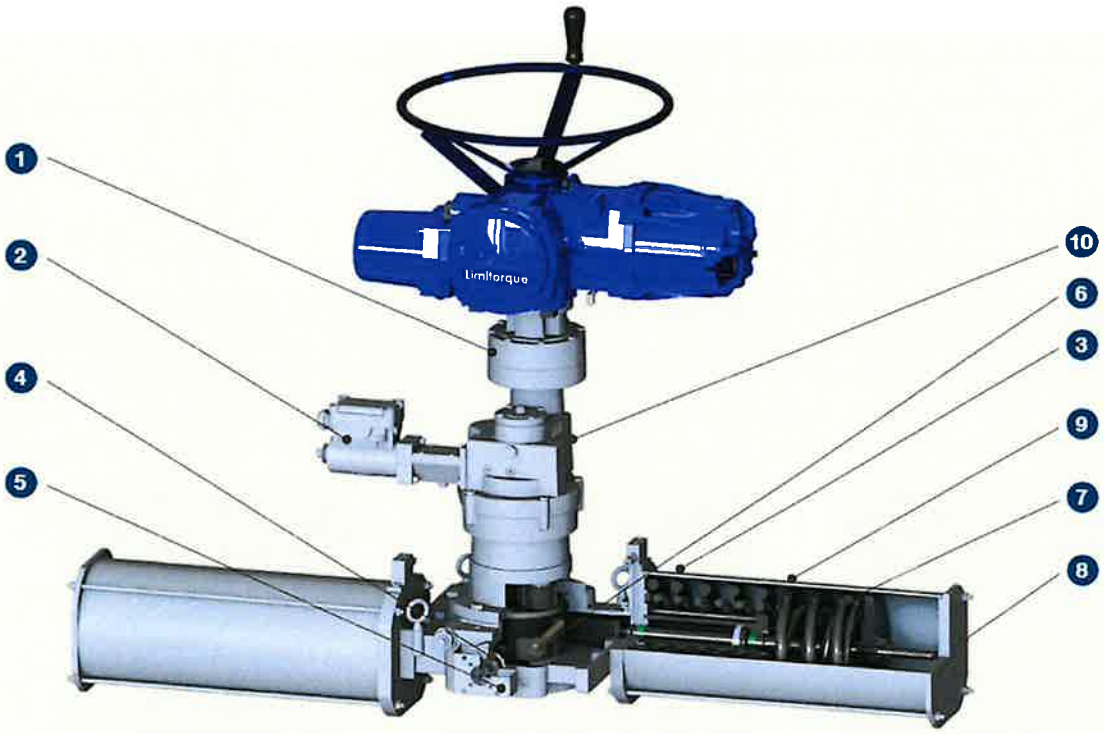


Features and benefits

Limitorque MXFS and QXFS actuators are offered as options of the Limitorque MXb and QXb actuator models. They provide all of the capabilities and diagnostics of MXb and QXb actuators while adding the following fail-safe optional features:

- Lower energy consumption to reduce carbon footprint
- No leakage, because there are no hydraulics or pneumatics
- No creeping due to thermal effects or leaking
- No tubing or fittings to inspect or audit
- Modular, scalable design simplifies installation and maintenance
- Reduced size and weight, because no hydraulic power unit (HPU) or compressor is required
- Standard mechanical anti back-drive device prevents leakage and damage to the actuator
- Full digitalization to support predictive maintenance and monitoring
- Optional integrated high-low pressure pilot ensures emergency shutdown
- Elimination of costly maintenance intervals and oil changes required with electro-hydraulic or gas-over-oil solutions

Anatomy of MXFS and QXFS actuators



1. **Self-locking input**
   - Fully mechanical
2. **Release mechanism**
   - Electric linear solenoid
     - 24 VDC STD
     - Passive power consumption <25 W
   - Line pressure option
3. **Sealing**
   - Fully sealed spring canister
   - Mechanical seals at ingress points
   - Double seals at dynamic interfaces
   - IP68 standard
4. **Gearing**
   - Rack and pinion gear transfers spring force to valve
   - Planetary gears for configurable input ratio/MA
5. **Indication**
   - Switch box or standard NAMUR mounting
6. **End stops**
   - Adjustable +/- 5° travel
7. **Torque range**
   - Quarter-turn, spring-end torque
   - 146 to 194 kNm (1,290 to >1,720,000 in.-lbs)
8. **Dampener**
   - Adjustable speed of fail-safe operation
9. **Spring canister**
   - Helical compression spring design for proven reliability
   - Safe design does not allow uncontrolled release of springs if disassembled
10. **Mechanical hold and release**
    - Enables fail-safe operation with low release force
    - No valve creep from leaking pistons or temperature swings

Superior control and diagnostics

Smart but simplified configurations enable critical control

Control is expected in a smart actuator. Limitorque MXb multi-turn and QXb quarter-turn actuators from Flowserve help you do so much more by simplifying valve automation in three critical methods of control:

- Set-up and commissioning
- Normal operation
- Diagnostics and troubleshooting

Easier menu navigation and selection of options confirm the setup of the MXb and QXb actuators via solid-state Hall effect devices in both knobs. No special tools or remote devices are required. And the Flowserve FlowSync app provides operators and technicians with access to configure actuation equipment and retrieve performance data via a secure Bluetooth connection.

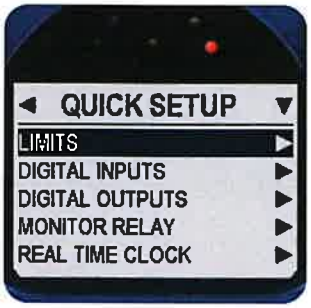
In addition, MXb and QXb actuators are "fit for service", offering the widest range of configuration menus of any non-intrusive smart actuator.



Advanced setup



Main menu



Quick setup

Advanced diagnostics enable proactive maintenance

MXb and QXb actuators incorporate advanced diagnostics that provide greater process visibility and control. They feature an enhanced, NAMUR NE107-compliant diagnostic system that provides higher process control by alerting operators when alarm and event conditions occur.

The diagnostics system tracks the actuator environment and performance through a sophisticated set of sensors. Any deviation of voltage, operation, torque and vibration from specified ranges is reported. That enables operators to adjust configurations and schedule proactive maintenance, when necessary, before equipment failures occur.





Data logging and alarms

In addition, MXb and QXb actuators include a time-stamped data log of local and remote move commands as well as events and alarms.

The event and alarm list is configurable and stores thousands of historical actions. The data logging system is backed up by an internal battery with an operating life of more than 10 years.





The smarter way to safely control your actuator equipment

FLOWSYNC™

Getting close to actuator equipment in industrial settings is easier said than done.

With the Flowserve FlowSync app, you can control your actuator equipment and save time by configuring and commissioning one actuator or multiple units faster in the workshop or at the installation site.

The Flowserve FlowSync app can digitize your critical processes, while making them more efficient and accurate with advanced monitoring and diagnostics

Quickly configure and monitor actuator condition

Using familiar touch-screen commands, securely connect to smart actuators via Bluetooth to configure them or change settings remotely.

The Flowserve FlowSync dashboard helps immediately identify conditions or issues by viewing actuator status, valve/actuator position, torque, RPMs along with temperature measurements.

- **Learn an actuator's overall health,** confirm its position, and check its voltage and torque.
- **Save time** by configuring and commissioning one actuator or multiple units quickly on- or off-site.
- **Quickly see** which units are ready to go. And if there's a commissioning issue, a Flowserve expert is a click away.

It's exactly the support you need to accomplish priority operational objectives and strategic energy transition initiatives.

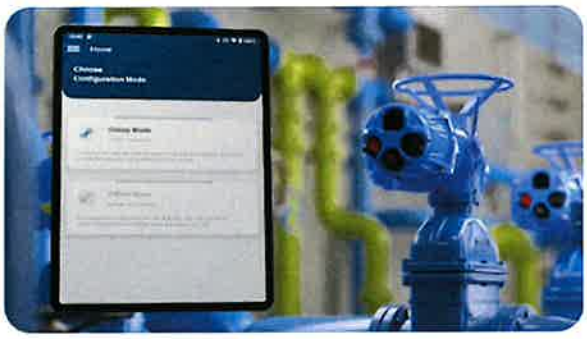
Tested, proven security

Your equipment and data will remain secure because we've tested how FlowSync communicates across networks and stores your critical configuration and performance information.

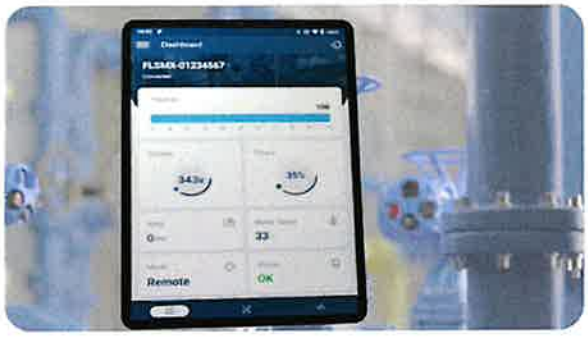
Get the free app

GET IT ON Google Play

Download on the App Store



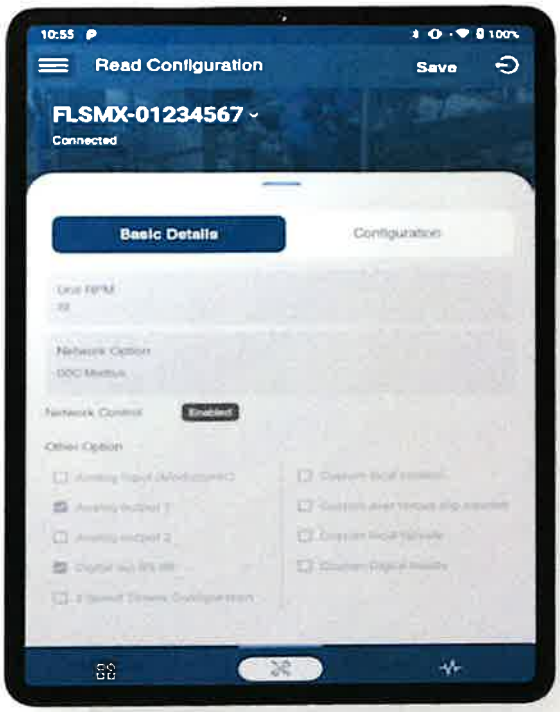
Securely connect to smart actuators via Bluetooth to configure them or change settings remotely.



Immediately identify conditions or issues by viewing actuator status and RPMs along with temperature measurements. Confirm the actuator's position and check its voltage and torque.



Get easy access to diagnostic data such as torque, vibration and temperature profiles.



Save time by configuring and commissioning one actuator or multiple units faster in the workshop or at the installation site. Quickly see which units are ready to go.



Avoid unplanned downtime with IoT monitoring and analytics

IoT and RedRaven compatible

MXb and QXb actuators are IoT compatible with a range of networking, monitoring, and control equipment and systems.

They're also RedRaven Ready, which means they're designed to work with the suite of IoT solutions from Flowserve that can be scaled to meet your unique process and facility requirements, including:

- Hazardous area-certified equipment sensors
- Secure communications
- Performance analytics
- Trend reporting tools

With access to advanced analytics and trend data, you can identify the slightest changes in flow control equipment performance — variations that can indicate a problem is looming.

You'll also get real insights needed to make more informed decisions to improve your plant's efficiency, productivity and bottom line.



RedRaven for Actuators helps to lower costs and improve safety

Get the insights and tools you need to monitor, analyze and predict the performance of MXb and QXb actuators plus valves, pumps and seals — the collective lifeblood of your plant. With RedRaven for Actuators from Flowserve, you can quickly respond to minimize disruptions and downtime.

RedRaven is a complete end-to-end proactive maintenance solution for the industrial space. It enables you to leverage the internet of things (IoT) for connected smart products, software and services.

Proactively identify and address actuation issues

RedRaven advanced IoT condition monitoring helps plants monitor the condition and performance of actuators and other fluid motion and control equipment in process industries. Informed by the predictive analytics capabilities of RedRaven, plant operators and technicians can schedule maintenance and repairs to proactively address equipment issues before they become failures.

Smart electric actuators have built-in diagnostics, but RedRaven extends its IoT condition monitoring solution to the MXb and QXb actuators. By providing an overview of equipment health and offering corrective steps to take, plant operators can avoid unplanned downtime, improve performance, and increase reliability.

With real-time performance data and predictive analytics, you can act promptly to meet production timelines, minimize costs, and achieve business objectives. With RedRaven from Flowserve, you can keep actuation problems from evolving into production-stopping failures.

Support energy transition and sustainability initiatives

RedRaven condition monitoring and predictive analytics also enable plants to enhance safety and improve sustainability in operations. It detects changes that enable operators and technicians to schedule maintenance and repairs in order to minimize or eliminate leakage and fugitive emissions and maximize efficiency.

IoT solutions for your entire plant

The RedRaven platform comprises a suite of scalable technologies and service offerings that can be customized to meet your plant's unique needs.



Performance integrity and predictability

Accurately sense and confirm torque and actuator positions

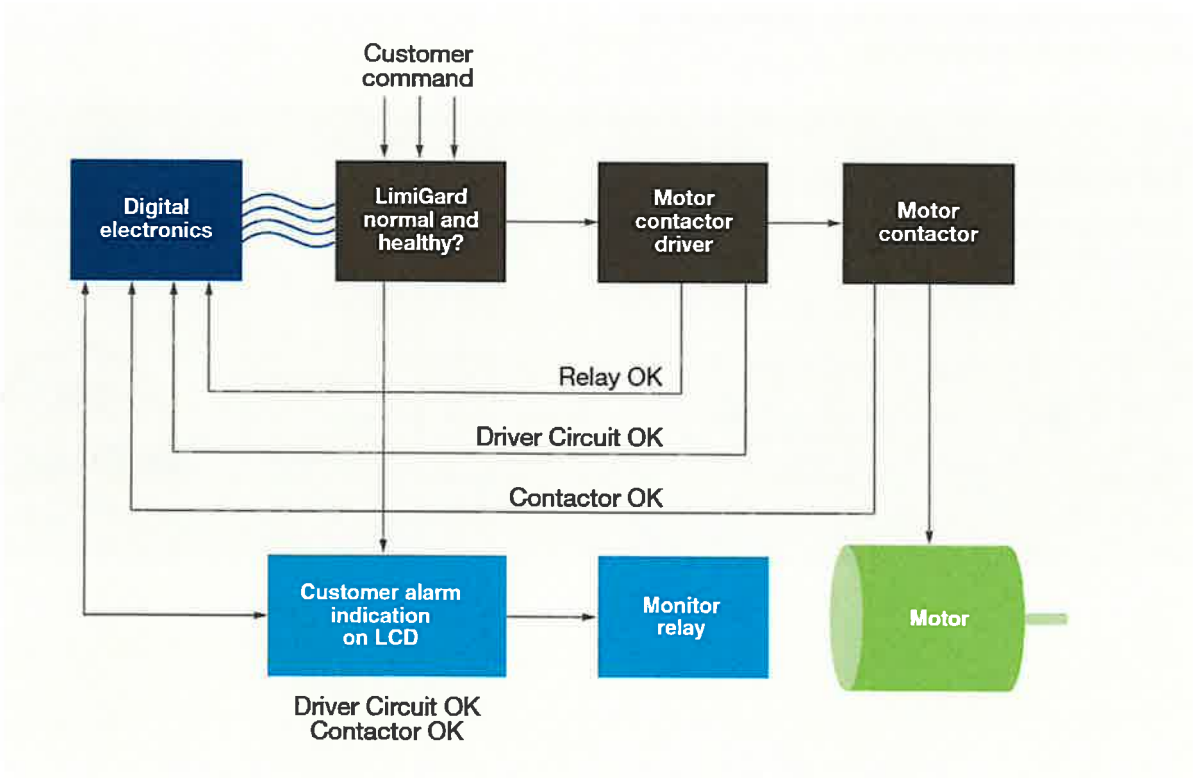
Smart actuators should have enabling technologies that ensure performance integrity and predictability. The MXb and QXb actuators offer three:

1. Limitorque LimiGard™ — with built-in, self-testing (BIST)

You can enhance flow control equipment reliability, optimize plant operations, and reduce troubleshooting costs by utilizing our unique smart actuator monitor, Limitorque LimiGard.

Its numerous BIST features contribute to the integrity and predictability of process applications and enhance the ability of a safety system to achieve the highest possible rating.

- Limitorque LimiGard **continually monitors the control relays, internal logic circuits and external command signals,** comparing them to reference conditions.
- This virtually eliminates the possibility that an actuator malfunction can occur without **prompt detection and alarm communication.**
- In the event of a malfunction, LimiGard takes over and supervises the actuator's response characteristics, **maximizing safety and predictability.**



2. Absolute position encoder

Flowserve developed the MXb and QXb actuators as the first electric actuators to use absolute encoders that don't require battery back-up. The encoders measure valve position at all times, including both motor and handwheel operations, with or without power present.

How the MXb actuator determines valve position

- Uninterrupted performance is proved with an improved, 18-bit optical, 100% repeatable device.
- The 18 bits also means that the encoder span is now almost 10x the original — good for ~10,000 drive sleeve rotations.
- The encoder has redundant circuits, ensuring performance, even in the event of up to 50% component failure, continuing to provide reliable data while alerting the user to any faults.

How the QXb actuator determines valve position

- System-on-chip technology using a contactless magnet excites Hall effect devices to provide redundant, 12-bit resolution over 360°.
- This redundancy, part of the BIST features, means the device can continue to function reliably in the event of a failure to one of the position sensors.
- As the actuator turns, a mechanical coupling rotates the magnet about an array of several Hall effect devices. When the magnet passes over a Hall effect device, it changes the electromagnetic field, and a digital signature (on-off) is developed.
- This signature is duplicated across the array of Hall effect devices at specifically timed intervals, resulting in digital values that calculate the position of the valve with 0.01% accuracy.

3. Torque sensing

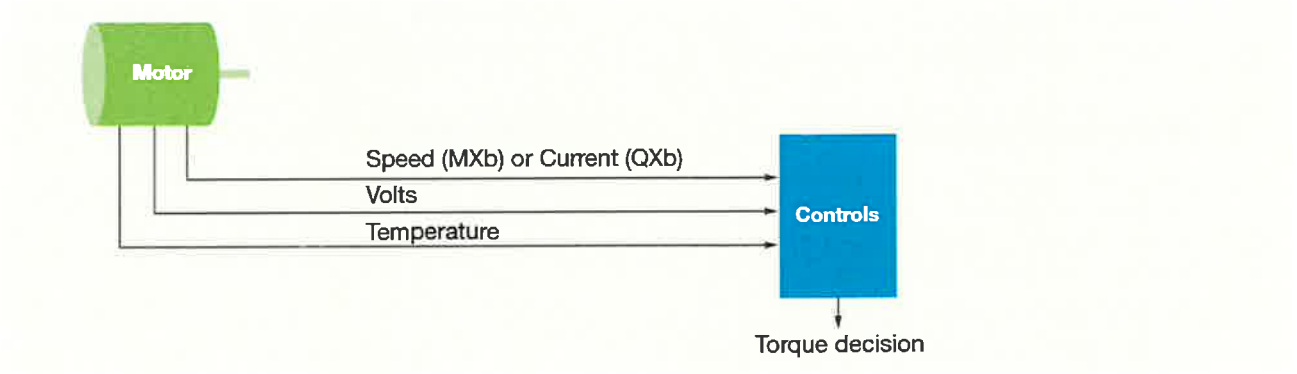
- MXb and QXb actuators were the first electric actuators to sense torque electronically for use in valve control, overload protection and torque trending. The result is highly reliable and predictable torque sensing **without the need for the extra components** associated with electromechanical torque switches.

How the MXb actuator senses torque

- A microprocessor calculates output torque from motor speed, voltage and temperature.
- Torque limit may be set from 40 to 100% of rating in 1% increments.
- A "Jammed Valve Protection" feature can de-energize the motor if the output torque requirement exceeds the boost torque.
- A boost function is included to prevent torque trip during initial valve unseating and extreme arctic temperature operation.

How the QXb actuator senses torque

- The QX senses torque electronically for use in valve control, overload protection and torque trending.
- Torque is sensed from motor current, with compensation performed for voltage and temperature variations. The result is highly reliable and predictable, without the need for the extra components associated with electromechanical torque switches.





Standard features for indication and protection

Direct-wired remote control

Wiring flexibility includes the following standard alternatives to open-stop-close the actuator:

- **Four-wire** — Valve can be opened, closed or stopped.
- **Two-wire switched** — Single open or closed contact; valve can be opened or closed but not stopped.
- **Three-wire maintained** — Two momentary contacts for self-maintained control. Valve can be opened or closed but not stopped in mid-travel.
- **Three-wire inching** — Two "push-to-run" contacts; valve can be opened, closed and stopped in mid-travel.

Multi-mode control

Three modes of remote control are permitted when the actuators are configured for multi-control — digital (discrete) control, analog (Modutronic) control, or network (Fieldbus) control — and do not require local setting changes.

The MXb and QXb actuators respond to the last command received. However, analog control is initiated by either toggling User Input 2 (configured for CSE input) or removing and reapplying the 4-20 mA analog signal.

Configurable inputs

Three configurable inputs are available when using a standard wiring set-up.

- **Emergency shutdown (ESD)** — Up to three remote, external ESD signals may be applied to the actuator to move the valve to a predetermined, user-configured shutdown position, overriding existing control signals.
- **User inputs** — Three user-defined inputs facilitate network connections.
- **Inhibit signals** — External signals may be used to inhibit actuator opening, closing or both.

Control signals

The control signal can be either 24 VDC or optional 110 VAC; it can be sourced from the actuator or customer supply.

Output relays

- **Status contacts** — May be set to represent more than 30 actuator conditions.
- **Monitor relay** — Provides an N/O and N/C contact representing "Actuator available for remote operation."

Alternate speeds

MXb and QXb actuators can be configured to permit differing speeds for Open or Close direction. (Standard on QXb units; optional on MXb units.)

Uninterrupted power supply (UPS)

UPS is a standard feature with a 24-volt DC connection for either early commissioning prior to main power or actuator status and feedback in the event main power is lost.

Bluetooth LE capable

Standard low-power wireless communication path to the actuator enables monitoring and configuration of the unit wirelessly in any direction via the FlowSync app or a Bluetooth LE-compatible laptop.

- 128-bit data encryption can be enabled to protect the privacy of the link with the additional option to turn off Bluetooth at the actuator.
- A visible blue LED in the LCD display of the actuator signifies an active Bluetooth link to the actuator has been established.
- Bluetooth can be deactivated if required.

Protection features

Autophase protection and correction ensure proper open/close directions and monitors and corrects phasing if connected improperly. This prevents operation of the actuators if a phase is lost.

Other protection features include:

- **Jammed valve** — Detects lack of movement of the valve after movement command of actuator.
- **Instantaneous reversal protection** — Incorporates a time delay between motor reversals to reduce current surges.
- **Motor thermal protection** — A thermistor placed within the motor provides diagnostics feedback of the motor temperature and protects against overheating.
- **LimiGard circuit protection** — Refer to page 16 for more information.



Network communication protocols

MXb and QXb actuators are compatible with a comprehensive portfolio of network protocols and solutions such as:

- Modbus
- Profibus DP
- Profibus PA
- TCP/IP
- Foundation Fieldbus H1
- HART
- DeviceNet

Network ethernet interconnectivity also is available. Contact your Flowserve representative for details.

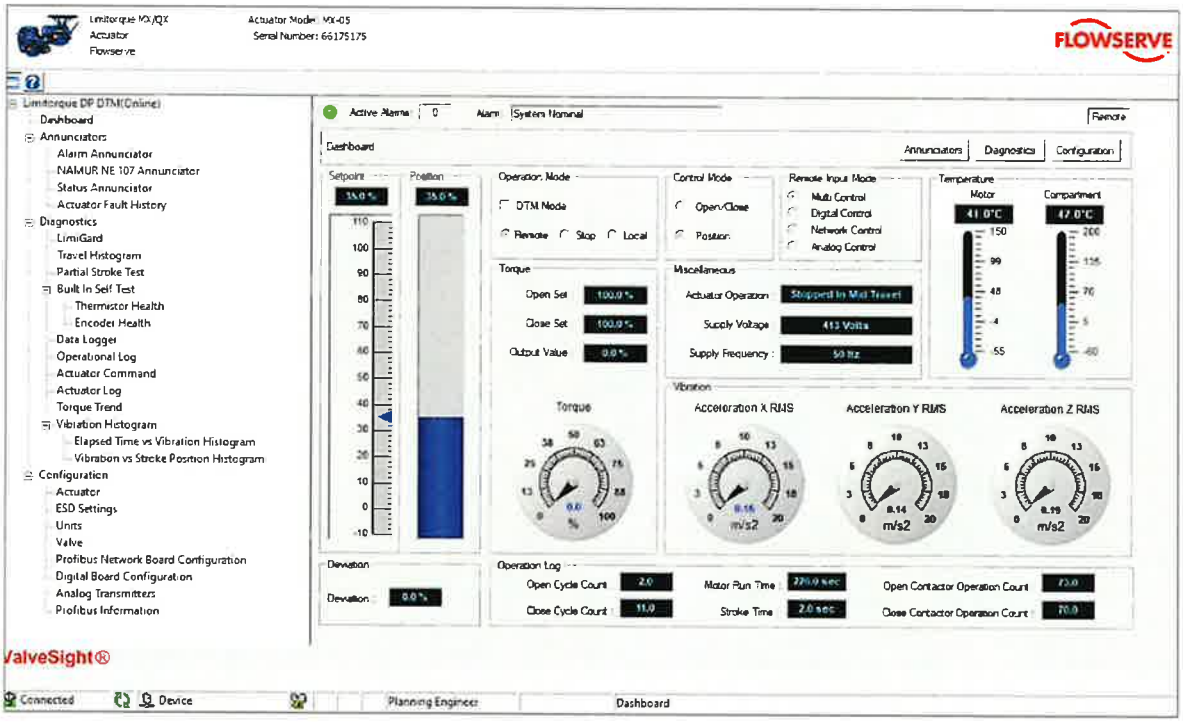
Advanced diagnostic capabilities

The full suite of diagnostics data can now be accessed from MXb and QXb actuators through a new or existing Modbus or Profibus DP network, without having to change any of the existing wiring or set-up, or alter the Ethernet.

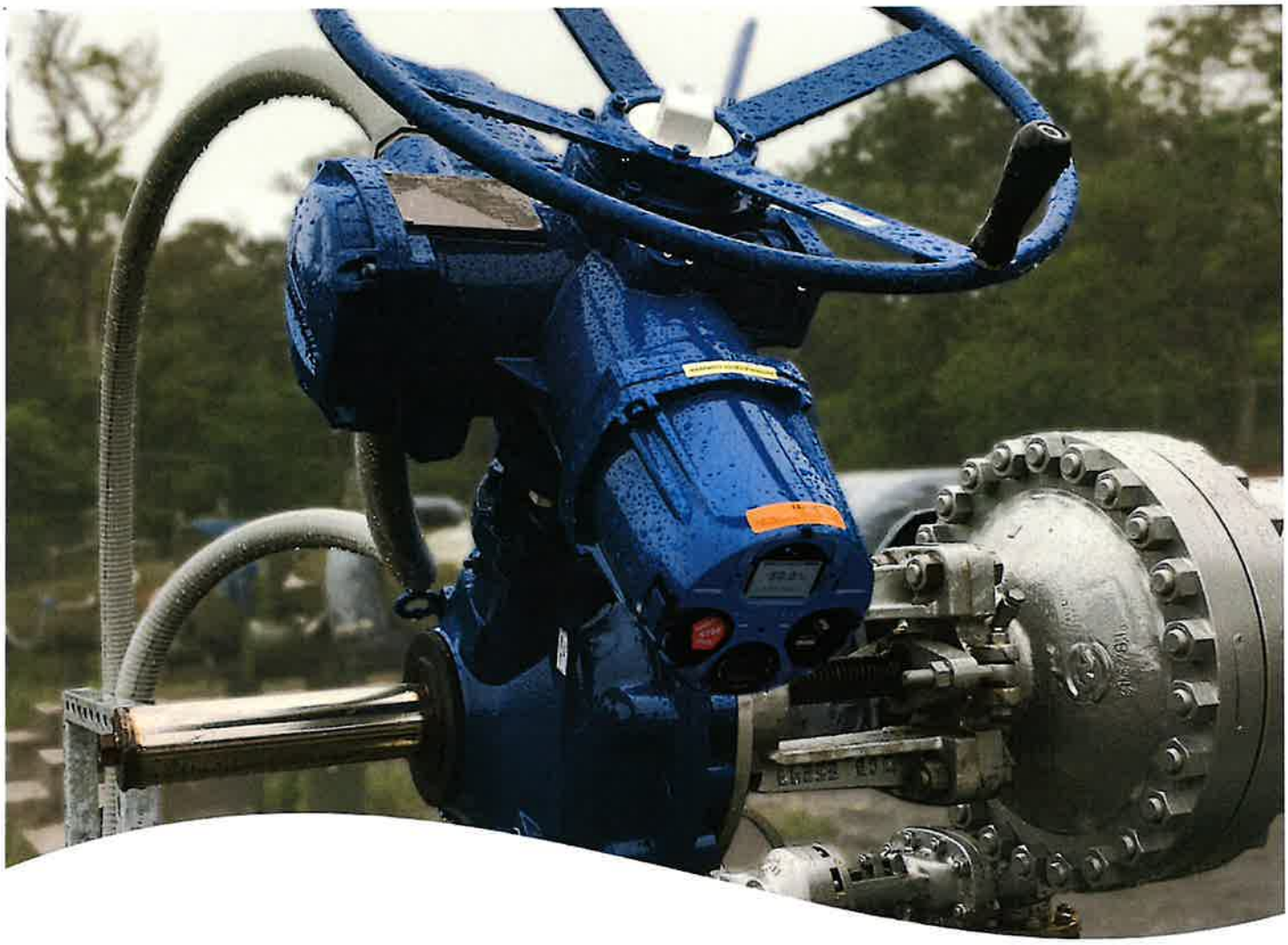
These advanced digital communications for systems operations and diagnostics enable plant operators to have full access to the actuator data remotely, avoiding the need to manually download the data at the actuator to operate flow control systems with efficiency and long-term reliability. Limitorque MX/QXb actuators include built-in-self-test (BIST) and diagnostic software that record and analyze critical operating parameters such as:

- Temperature
- Span of travel vs. time
- Torque
- Valve travel
- Valve cycle counts
- Vibration

Embedded diagnostic features include partial stroke and emergency shutdown tests to enable operators and technicians to better understand equipment conditions to proactively schedule maintenance or repairs.



A Profibus DTM dashboard displays operational data and condition insights available with MXb and QXb smart actuators.



Control with Limitorque Master Station IV

MXb and QXb actuators equipped with a Modbus option card can be controlled via the Limitorque Master Station IV. It includes:

- Network control (up to 250 devices)
- Host interface — Industry-standard Modbus RTU, ASCI, and TCP/IP protocols and control
- TFT touch-screen display for network configuration status
- Configurable polling sequence priority
- Network time protocol for time synchronization of alarms diagnostics data to host device
- Email notifications of alarm conditions
- Downloadable data and event logging
- Independent or two units coupled together for redundant communications (hot-standby)



MXb series performance ratings

Rated output torque by speed and model

Output speed, rpm		Rated output torque, Nm (ft-lb)						
60 Hz	50 Hz	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
18	15	75 (55)	170 (125)	N/A	N/A	N/A	N/A	N/A
26	22	75 (55)	170 (125)	305 (225)	597 (440)	1,153 (850)	2,036 (1,500)	N/A
40	33	75 (55)	170 (125)	305 (225)	597 (440)	1,662 (1,225)	2,307 (1,700)	N/A
52	43	75 (55)	170 (125)	305 (225)	597 (440)	1,561 (1,150)	2,171 (1,600)	N/A
77	65	65 (48)	145 (107)	241 (178)	468 (345)	1,153 (850)	1,628 (1,200)	N/A
100, 131 [1]	84, 110 [1]	53 (39)	121 (89)	201 (148)	388 (286)	814 (600)	1,106 (815)	2,036 (1,500)
155, 170 [1]	127, 143 [1]	56 (41)	121 (89)	190 (140)	353 (260)	611 (450)	882 (650)	1,561 (1,150)
200	165	46 (34)	99 (73)	155 (114)	285 (210)	N/A	N/A	N/A

(1) MXb-85, MXb-140 and MXb-150

Mounting bases and thrust ratings by model

Parameter	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Mounting base (MSS SP-102/ISO 5210)	FA/F10	FA/F10	FA/F14	FA/F14	FA/F16 FA/F25 (optional)	FA/F25	FA/F25
Thrust, kN (lb)	35 (8,000)	66 (15,000)	111 (25,000)	160 (36,000)	222 (50,000)	333 (75,000)	333 (75,000)

Handwheel data by model

Parameter		MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Handwheel type, ratio	Standard	Top-mounted, 1:1	Top-mounted, 1:1	Top-mounted, 1:1	Top-mounted, 1:1	Side-mounted, 16:1	Side-mounted, 16:1	Side-mounted, 16:1
	Optional	N/A	Side-mounted, 8:1	Side-mounted, 12:1	Side-mounted, 24:1	Side-mounted, 48:1	Side-mounted, 48:1	Side-mounted, 48:1
Side-mounted handwheel efficiencies	Standard	N/A	N/A	N/A	N/A	53%	53%	53%
	Optional	N/A	56%	60%	55%	51%	51%	51%

Stem diameter capacity by coupling and model

Coupling type		Maximum stem diameter, mm (in.)						
		MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
Type A	A1/A1E (extended nut)	32 (1.26)	40 (1.57)	60 (2.36)	67 (2.64)	88 (3.50)	88 (3.50)	88 (3.50)
*Type B (torque only) [2]	B4	25.4 (1)	30 (1.25)	50 (1.94)	55 (2.2)	70 (2.75)	65 (2.625)	65 (2.625)
	B4E (extended nut)	19 (0.75)	22 (0.91)	41 (1.56)	46 (1.78)	57 (2.25)	57 (2.25)	65 (2.625)
	B1 (fixed bore)	42 (N/A)	42 (N/A)	60 (N/A)	60 (N/A)	N/A (N/A)	N/A (N/A)	N/A (N/A)
	*BL (splined)	6 and 38 splines	6 and 38 splines	6 and 36 splines	6 splines	N/A	N/A	N/A

(2) Maximum bores for Type B may require rectangular keys

Bore and keyway dimensions by coupling type

Dimension	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
B4 maximum bore and key, mm (in.)	Ø25.4, 8 X 7 (Ø1, 1/4 sq)	Ø30, 10 X 8 (Ø1.25, 1/4 sq)	Ø50, 14 X 9 (Ø1.94, 1/2 X 3/8)	Ø55, 16 X 10 (Ø2.2, 1/2 X 3/8)	Ø70, 20 x 12 (Ø2.75, 5/8 x 7/16)	Ø65, 18 x 11 (Ø2.625, 5/8 x 7/16)	Ø65, 18 X 11 (Ø2.625, 5/8 X 7/16)
B4E maximum bore and key, mm (in.)	Ø18, 6 X 6 (Ø0.75, 3/16 sq)	Ø22, 8 X 7 (Ø0.91, 1/4 sq)	Ø41, 12 X 8 (Ø1.56, 3/8 sq)	Ø46, 14 X 9 (Ø1.78, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 X 3/8)	Ø56, 16 X 10 (Ø2.25, 1/2 x 3/8)

Weights by base

Base type	Weight, kg (lb)						
	MXb-05	MXb-10	MXb-20	MXb-40	MXb-85	MXb-140	MXb-150
MXb + B4 base (torque only)	24 (52)	29 (65)	49 (109)	60 (133)	114 (250)	136 (300)	182 (431)
MXb – A1 base (thrust only)	28 (61)	33 (74)	63 (138)	73 (162)	146 (322)[3]	186 (411)[4]	232 (542)[4]
MXb – LB1 linear base	35 (76)	40 (89)	N/A	N/A	N/A	N/A	N/A
MXb + LB2 linear base	N/A	N/A	78.5 (174)	89.5 (198)	N/A	N/A	N/A

(3) MXb-85 with FA/F16 base (4) MXb-140 or MXb-150 with FA/F25 base

QXb series performance ratings

Mounting bases, operating times and torques by model

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Rated seating torque, Nm (ft-lb)	136 (100)	339 (250)	542 (400)	1,017 (750)	2,033 (1,500)
MSS SP-101 Base FA/ISO 5211	FA/F05, 07, 10	FA/F07, 10	FA/F12, 14	FA/F12, 14	FA/F12, 14
Minimum operating time over -10°C (14°F), s	5	8	15	30	60
Maximum operating time, s	20	30	60	120	120
Minimum operating time under -10°C (14°F), s	10	10	30	60	60
Maximum seating torque by limited base, Nm (ft-lb)	No derate	FA/F07 base: 270 (200)	No derate	No derate	FA/F12 base: 1,350 (1,000)

Bore and keyway dimensions by model and base

Dimension	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Maximum diameter bore and square key, in.	FA/F05: Ø0.875, 3/16 sq FA/F07: Ø1.1875, 1/4 sq FA/F10: Ø1.625, 3/8 sq	FA/F07: Ø1.1875, 1/4 sq FA/F10: Ø1.625, 3/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq	FA/F12: Ø2.375, 5/8 sq FA/F14: Ø2.375, 5/8 sq
Maximum diameter bore and rectangular key, in.	FA/F05: Ø0.875, 1/4 X 3/16 FA/F07: Ø1.25, 1/4 X 3/16 FA/F10: Ø1.75, 3/8 X 1/4	FA/F07: Ø1.25, 1/4 X 3/16 FA/F10: Ø1.75, 3/8 X 1/4	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16	FA/F12: Ø2.50, 5/8 X 7/16 FA/F14: Ø2.50, 5/8 X 7/16
Maximum diameter bore and key, mm	FA/F05: Ø22, 6 sq FA/F07: Ø30, 8 X 7 FA/F10: Ø42, 12 X 8	FA/F07: Ø30, 8 X 7 FA/F10: Ø42, 12 X 8	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11	FA/F12: Ø64, 18 X 11 FA/F14: Ø64, 18 X 11
Maximum square drive, mm (in.)	FA/F05: 19 sq (0.75 sq) FA/F07: 25 sq (1 sq) FA/F10: 35 sq (1.41 sq)	FA/F07: 25 sq (1 sq) FA/F10: 35 sq (1.41 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)	FA/F12: 45 sq (1.75 sq) FA/F14: 45 sq (1.75 sq)
Maximum double 'D' stem, mm (in.)	FA/F05: Ø27 (1.06) FA/F07: Ø36 (1.44) FA/F10: Ø50 (2.00)	FA/F07: Ø36 (1.44) FA/F10: Ø50 (2.00)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)	FA/F12: Ø64 (2.50) FA/F14: Ø64 (2.50)

Handwheel data by model

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Gear ratio, handwheel	200	200	276	276	276
Handwheel efficiency	26%	26%	26%	26%	26%
Handwheel diameter, mm (in.)	76 (3)	76 (3)	190 (7.5)	190 (7.5)	190 (7.5)
Handwheel turns for 90°	50	50	70	70	70
Handwheel shaft hex drive, mm (in.)	16 (0.63)	16 (0.63)	16 (0.63)	16 (0.63)	16 (0.63)

Weights

Parameter	QXb-1	QXb-2	QXb-3	QXb-4	QXb-5
Weight, kg (lb)	21 (45)	21 (45)	36.3 (80)	36.3 (80)	36.3 (80)

MXb LB linear drive actuators

A linear base (LB) can be added to MXb actuators to meet the demands of the choke and control valve markets. Two sizes, LB1 and LB2, are available to handle thrust up to 109 kN (25,000 lb).



Type LB1

Linear base advantages

The easily assembled mechanical base converts actuator torque to linear thrust. The standard A1 base is used to accept the valve thrust component, and both the LB and A1 bases are available with ISO flanges.

LB1 and LB2 bases can be ordered with the optional "EN" base for stem protection to EN 15714, Electric Actuators for Industrial Valves requirements. They are also ATEX 94/9/EC compliant.

MXb units with linear base (LB1)

FA/F10 mounting base and a maximum stroke of 121 mm (4.77 in.)

Actuator model	Seating/unseating thrust		Modulating thrust		50 Hz linear speed		60 Hz linear speed	
	kN	lb	kN	lb	mm/s	in./min	mm/s	in./s
MXb-05	16	3,561	6	1,424	10.62	25.05	12.80	30.18
MXb-05	18	4,080	3	653	2.49	5.87	3.00	7.07
MXb-05	18	4,080	3	653	3.57	8.42	4.30	10.14
MXb-05	18	4,080	7	1,632	5.56	13.11	6.70	15.80
MXb-05	18	4,080	7	1,632	7.22	17.03	8.70	20.51
MXb-05	19	4,351	8	1,740	4.23	9.98	5.11	12.03
MXb-05	22	4,986	4	798	1.00	2.35	1.20	2.83
MXb-05	22	4,986	4	798	1.41	3.33	1.70	4.01
MXb-05	22	4,986	9	1,994	2.24	5.28	2.70	6.37
MXb-05	22	4,986	9	1,994	2.91	6.85	3.50	8.25
MXb-10	35	7,938	14	3,175	10.62	25.05	12.80	30.18
MXb-10	41	9,273	7	1,484	2.49	5.87	3.00	7.07
MXb-10	41	9,273	7	1,484	3.57	8.42	4.30	10.14
MXb-10	41	9,273	16	3,709	5.56	13.11	6.70	15.80
MXb-10	41	9,273	16	3,709	7.22	17.03	8.70	20.51
MXb-10	43	9,700	17	3,880	4.23	9.98	5.11	12.03
MXb-10	50	11,332	8	1,813	1.00	2.35	1.20	2.83
MXb-10	50	11,332	8	1,813	1.41	3.33	1.70	4.01
MXb-10	50	11,332	20	4,533	2.24	5.28	2.70	6.37
MXb-10	50	11,332	20	4,533	2.91	6.85	3.50	8.25

MXb units with linear base (LB2)

FA/F14 mounting base and a maximum stroke of 121 mm (4.77 in.)

Actuator model	Seating/unseating thrust		Modulating thrust		50 Hz linear speed		60 Hz linear speed	
	kN	lb	kN	lb	mm/s	in./min	mm/s	in./s
MXb-20	40	8,900	16	3,560	8.55	20.16	10.30	24.29
MXb-20	44	9,883	18	3,953	3.24	7.63	3.90	9.20
MXb-20	50	11,250	8	1,800	2.91	6.85	3.50	8.25
MXb-20	50	11,250	20	4,500	4.40	10.37	5.30	12.50
MXb-20	50	11,250	20	4,500	5.73	13.50	6.90	16.27
MXb-20	56	12,493	9	1,999	1.08	2.54	1.30	3.07
MXb-20	56	12,493	22	4,997	1.66	3.91	2.00	4.72
MXb-20	56	12,493	22	4,997	2.16	5.09	2.60	6.13
MXb-40	77	17,250	31	6,900	8.55	20.16	10.30	24.29
MXb-40	85	19,156	34	7,662	3.24	7.63	3.90	9.20
MXb-40	98	22,000	16	3,520	2.91	6.85	3.50	8.25
MXb-40	98	22,000	39	8,800	4.40	10.37	5.30	12.50
MXb-40	98	22,000	39	8,800	5.73	13.50	6.90	16.27
MXb-40	109	24,431	17	3,909	1.08	2.54	1.30	3.07
MXb-40	109	24,431	43	9,772	1.66	3.91	2.00	4.72
MXb-40	109	24,431	43	9,772	2.16	5.09	2.60	6.13

Charts shown with LB thrusts and actuator torques calculated at a modulating rate of 100 starts per hour.

Contact factory for other modulating rates up to 1,800 starts per hour.

QXMb multi-turn or QXMb LB linear actuators

The industry-leading features of the QXb quarter-turn actuator are available in a limited multi-turn version, the QXMb smart electric actuator. It's designed for short-stroke, light-torque, rising stem valve applications such as choke or control valves.

The QXMb absolute encoder employs system-on-chip technology using a contactless magnet that excites Hall effect devices. This provides redundant, 12-bit resolution over 20 turns, resulting in a resolution of 2.2°.

A linear base (LB) also can be added to QXMb actuators to convert actuator torque to linear thrust. The QXMb actuator fitted with the A1 and LB1 bases will meet the majority of requirements for smaller choke and control valves.

Technical specifications

The QXMb actuator is available for up to 20 turns with increased speed ranges from 2 to 24 rpm. When combined with faster speeds, torque ranges are consistent with the speeds required for limited linear travel. Additional features and options include:

- Available with an **"H" high-torque motor or "L" low-torque motor** to offer a broad torque and speed range from 24 Nm (18 ft-lb) to an industry-leading 337 Nm (250 ft-lb)
- The motors have **H class insulation** as standard and are rated to IEC 34 as S2-15min at 40%.
- An **A1 base** can be attached to the QXMb actuator for travel up to 70 mm (2.76 in.).

Actuator model	Speed, rpm	Torque		Time to close, s	
		Nm	(ft-lb)	6.5 turns	20 turns
QXMb-1	3	136	100	130	400
QXMb-2	2	339	250	195	600
QXMb-1/L	6	61	45	65	200
QXMb-1/L	12	65	48	33	100
QXMb-1/L	18	45	33	22	67
QXMb-1/L	24	30	22	16	50
QXMb-1/H	6	122	90	65	200
QXMb-1/H	12	106	78	33	100
QXMb-1/H	18	75	55	22	67
QXMb-1/H	24	52	38	16	50

QXMb units with linear base (LB1)

FA/F10 mounting base

Actuator model	Speed, rpm	Stem/pitch, mm	Thrust (on-off/modulating)		Rate of travel (50/60 Hz)		Max. travel	
			kN	lb	mm/s	in./min	mm	in.
QXMb-1	3	32x4	40	9,065	0.2	0.47	26	1.02
QXMb-1	3	32x10	33	7,418	0.5	1.18	65	2.6
QXMb-1/L	6	32x4	14	3,173	0.4	0.94	26	1.02
QXMb-1/L	6	32x10	12	2,596	1	2.36	65	2.6
QXMb-1/L	12	32x4	12	2,720	0.8	1.89	76	3
QXMb-1/L	12	32x10	10	2,226	2	4.72	76	3
QXMb-1/L	18	32x4	8	1,813	1.2	2.83	76	3
QXMb-1/L	18	32x10	7	1,484	3	7.07	76	3
QXMb-1/L	24	32x4	3	725	1.6	3.77	76	3
QXMb-1/L	24	32x10	3	593	4	9.43	76	3
QXMb-1/H	6	32x4	14	3,173	0.4	0.94	26	1.02
QXMb-1/H	6	32x10	12	2,596	1	2.36	65	2.6
QXMb-1/H	12	32x4	12	2,720	0.8	1.89	76	3
QXMb-1/H	12	32x10	10	2,226	2	4.72	76	3
QXMb-1/H	18	32x4	8	1,813	1.2	2.83	76	3
QXMb-1/H	18	32x10	7	1,484	3	7.07	76	3
QXMb-1/H	24	32x4	3	725	1.6	3.77	76	3
QXMb-1/H	24	32x10	3	593	4	9.43	76	3

Couplings

MXb

Thrust drive couplings

- **Type A1** – Alloy bronze (thrust)
- **Type A1E** – Extended bronze nut
- **Type LB linear bases** – Type LB1 for control and choke valve applications (see pages 28 and 29 for more information)

Torque-only drive couplings

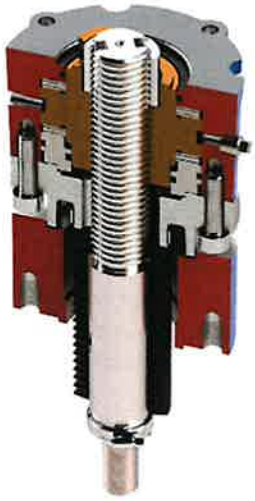
- **Type B4** – Standard steel bushing
- **Type B4E** – Extended steel bushing
- **Type B1** – Large fixed-bore keyway steel bushing (ISO 5210)
- **Type BL** – Splined steel bushing for rising rotating stem valves



Type A1



Type A1E



Type LB1



Type B1



Type B4



Type B4E



Type BL

QXb

Thrust drive couplings

Type A1 – Alloy bronze (thrust)

Type A1E – Extended bronze nut

Torque-only drive couplings

Type B4 – Standard steel bushing

Type B4E – Extended steel bushing



Type A1



Type A1E



Type B4



Type B4E

Technical details

Components and controls

MXb and QXb actuators are designed for the operation of on-off and modulating valves. They may include the following components and controls:

- Absolute encoder
- Electronic control
- Electronic torque sensor
- Handwheel for manual operation
- LCD screen with 240x160 pixel resolution
- Local control switches
- Protection and monitoring package
- Reversing motor contactor
- Three-phase electric motor (MXb)
  - Brushless DC motor (QXb)Valve interface bushing
- Worm gear reduction

Everything is contained in an enclosure sealed to NEMA 4, 4X, 6 and IP68. XP enclosures can also be provided when required.

All MXb and QXb actuators comply with applicable European Directives and exhibit the CE and UK CA marks.

Power transmission and lubrication

All mechanical gearing components are bearing supported, and final drive (output) consists of a hardened alloy steel worm and alloy worm gear.

All gears are immersed in an oil bath lubricated with a synthetic oil designed specifically for extreme pressure and worm gear transmission service. Special lubricants are available for operation in temperatures below -30°C (-22°F).

Lubrication and temperature range	Synthetic brand
Standard lubrication: -30°C to 70°C (-22°F to 158°F)	Mobile SHC 323
Optional food-grade lubrication: -30°C to 70°C (-22°F to 158°F)	Dow Molykote

Motors

MXb — three-phase ACV: The MXb actuator's motor is a three-phase squirrel cage design that is specifically made for the MXb actuator. It complies with EN15714-2 (ISO 22153) and IEC 34, S2-15min (as standard) duty cycle at a rate of 60 starts per hour at a rate up to 600 starts per hour at 30% of rated torque.

QXb — brushless DC motor: The QXb motor is unique to quarter-turn electronic valve actuators. It is a brushless DC motor specifically designed for QX series actuators and complies with IEC 34, S2-15min duty cycle at 40% of rated torque.

Both MXb and QXb motors are true bolt-on designs with a quick-disconnect plug that can be changed rapidly without sacrificing motor leads. They are equipped with a solid-state motor thermistor to prevent damage due to temperature overloads.

On-off modulating options
• All MXb units: Standard insulation class is F to IEC 34. All QXb units: Standard insulation class is H to IEC 34. S4-50% for stated operating times is 100 to 600 starts per hour.
• For MXb units with SSMR and all QXb units: 600 to 1,200 starts per hour; IEC 34, S4-50% is 1,200 starts per hour.

Motor voltages

The MXb and QXb actuator motors permit a global range of voltages. They can be built to operate at any one of the following voltages:

Product	Phase/frequency	Application voltage
MXb	Three-phase, 60 Hz	208, 220, 230, 240. 380, 440, 460, 480, 575
	Three-phase, 50 Hz	380, 400, 415, 440
QXb	VDC	24 to 48
	Single-phase, 60 Hz	110, 115, 120, 240
	Single-phase, 50 Hz	220 to 250
	Three-phase, 60 Hz	208, 220, 230, 240, 380, 440, 460, 480, 550, 575, 600
	Three-phase, 50 Hz	220, 380, 400, 415, 440, 525

Technical details (continued)

Electronic control modules

Non-intrusive

MXb and QXb actuators are non-intrusive, which means that all set-up and configuration is possible without removing any covers and without the use of any special tools.

Set-up is performed in clear text languages; no icons are used. It's also performed through its 2D menu structure, easy-to-use navigation via the use of the rotary menu knob for up and down movements, and the black open/close switch for selection, forward or backward movements through the menus.

Double-sealed terminal compartment and terminal block

All customer connections are located in a terminal chamber that is separately sealed from all other actuator components, via O-ring double sealing. Site wiring doesn't expose actuator components to the environment. The internal sealing within the terminal chamber is compliant with NEMA 4, 6 and IP68 to a minimum of 96 hours at 15 m.

Connections can be installed without power and still provide anti-condensation properties instead of relying on a heater to prevent condensation, which requires power, even during early installation.

The terminal block includes screw-type terminals: three for power and 54 for control. Customer connections are made via conduits located in the terminal housing.

Model	Three standard conduit openings (NPT threads standard)
MXb	(2) – 1.25 in. NPT (standard) (1) – 1.5 in. NPT (standard) (1) – 1.0 in. NPT (optional)
QXb	(3) – 1.00 in. NPT (standard) (1) – 1.25 in. NPT (optional)

Note: Certified metric conduit adapters are available upon request.

Controls

MXb contactor and QXb solid-state controls include power and logic circuit boards and a motor controller that performs as the motor reverser, all mounted to a steel plate and attached in the control compartment with captive screws.

All internal wiring is flame-resistant, rated to 105°C (221°F), and UL/CSA listed.

The controls are housed in the actuator control panel (ACP) cover, and the logic module uses solid-state Hall effect devices for local communication and configuration.

A 240x160 pixel resolution LCD is included to display valve position from 0 to 100% Open along with the current actuator status.

- Red and green reversible LEDs are included to signal 'Opened' and 'Closed'.
- A yellow LED indicates "Valve Moving".
- A blue LED shines when the Bluetooth feature is recognized by an external Bluetooth LE-enabled device.
- A white LED turns on for "Overtorque Fault" or "Torque Seated".

A lockable "Local-Stop-Remote" switch and an "Open-Close" switch are included for local valve actuator control.

Using the rotary knobs and LCD screen, MXb and QXb actuators are configurable in 11 languages: Bahasa Indonesia, English, French, German, Italian, Katakana, Mandarin, Portuguese, Russian, Spanish and Turkish.



Status (S) contacts for remote indication

Four latching status contacts rated 250 VAC, 5A and 30 VDC, 5A are provided for remote indication of valve position, configured as 1-N/O and 1-N/C for both the open and closed positions.

The contacts may be configured in any of the selections depicted in the "Actuator Status Message" column.

"S" contact AC	"S" contact DC
5 Amps @ 250 VAC	5A @ 30 VDC

Note: The contacts are rated 5.0 A at 250 VAC, 30 VDC. The total combined current through all four status contacts must not exceed 8 A.



Actuator status message	Function
"Closed"	Valve closed "(0% OPEN)"
"Opened"	Valve open "(100% OPEN)"
"Closing"	Valve closing
"Opening"	Valve opening
"Stopped"	Valve stopped in mid-travel
"Valve Moving"	Either direction
"Local Selected"	Red selector knob in "LOCAL"
"Motor Overtemp"	Thermistor range exceeded
"Overtorque"	Torque exceeded in mid-travel
"Manual Override"	Actuator moved by handwheel
"Valve Jammed"	Valve can't move
"Close Torque SW"	Torque switch trip at "CLOSED"
"Open Torque SW"	Torque switch trip at "OPEN"
"Local Stop/Off"	Red selector knob at "STOP"
"Lost Phase"	One or more of the incoming supply lost
"ESD Signal"	Signal active
"Close Inhibit"	Close inhibit signal active
"Open Inhibit"	Open inhibit signal active
"Analog IP Lost"	4–20 mA not present
"Remote Selected"	Red selector in "REMOTE"
"Hardware Failure"	Indication
"Network Controlled"	Permits relay control via DDC, FF, or other network driver
"Function"	LimiGuard circuit protection activated
"Mid-Travel"	Valve position, 1 to 99% open
"CSE Control"	CSE station in LOCAL or STOP and controls actuator
"PS Active"	Partial stroke test in operation
"PS Passed"	PS test complete and successful
"PS Failed Target"	PS test did not achieve target value
"PS Failed Returns"	PS test did not return to start position
"PS"	Partial stroke, active if "PS" configured
"Run Load Alarm"	Single phase only
"DPTS Open"	Open torque switch trip (open torque seat or open overtorque)
"DPTS Close"	Close torque switch trip (close torque seat or close overtorque)



Technical details (continued)

Monitor relay for remote indication

A standard monitor relay trips when the MXb or QXb actuator is not available for remote operation. Both N/O and N/C contacts are included, rated 250 VAC, 5 A and 30 VDC, 5 A.

The monitor relay is hard-set for lost phase, valve jammed and motor overheating, but can be additionally configured for local knob movement, over-torque, inhibits active or ESD active.

A yellow LED blinks when the monitor relay is active. An operator can disable the monitor relay.

Monitor relay AC	Monitor relay DC
5A @ 250 VAC (resistive)	5A @ 30 VDC (resistive)

Remote control

Discrete remote control (user supplied) may be configured as two, three or four wires for Open-Stop-Close control.

Remote control functions may be powered by external 24 VDC, 110 VAC, or the actuator's internal 24 VDC supply or optional 110 VAC supply. The internal supplies are protected against over-current and short-circuit faults and utilize optical isolation to minimize electromagnetic interference.

Discrete control provides isolated commons for up to three selections.

Signal threshold for voltage values	Maximum load
5.0 VAC/VDC maximum 'OFF'	24 VDC + 2 mA
19.2 VAC/VDC minimum 'ON'	110 VAC + 10 mA

Speed control

MXb and QXb actuators permit operational speeds in either Open and Closed directions to be set independently. They also have an industry-leading span for the optional two-speed timer.

MXb speed control

Two-speed timer span "on" pulse	Two-speed timer span "off" pulse
1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)

QXb speed control

Model	Speed (open to close)		Two-speed timer span	
	min.	max.	"On" pulse	"Off" pulse
QXb-1	5 s	20 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-2	8 s	30 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-3	15 s	60 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-4	30 s	120 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)
QXb-5	60 s	120 s	1.0 to 20 s (0.5 s increments)	1.0 to 200 s (1.0 s increments)

Software

Limitorque LimiGard

A dedicated circuit to prevent undesired valve operation in the event of an internal circuit fault or erratic command signal is included as standard on each MXb and QXb actuator.

- A single-point failure will not result in erratic actuator movement nor will an open or short circuit in the internal circuit board logic energize the motor controller.
- The command inputs are optically coupled and require a valid signal pulse width from at least 250 to 350 ms to either turn on or off.
- In the event of an internal circuit fault, an alarm is signaled by tripping the monitor relay and through LCD indication.
- The control module also includes an auto reversal delay to inhibit high-current surges caused by rapid motor reversals.

Phase detection and correction (three-phase)

A phase correction circuit is included to correct motor rotation faults caused by incorrect site wiring or phase switching in the event of a power outage.

- The phase correction circuit also detects the loss of a phase and disables operation to prevent motor damage.
- The monitor relay will trip and an error message is displayed on the LCD screen when loss of phase occurs.

Multi-mode remote control

The MXb and QXb actuators are the first smart actuators that can be configured for multi-mode remote control, which permits discrete wiring for:

- Two, three or four wires, or network (Fieldbuses) for Open-Stop-Close control
- Response to the last signal received

The actuators can also distinguish analog control for modulating applications.

Emergency shutdown (ESD)

The emergency shutdown (ESD) has up to three configurable inputs for ESD. The ESD signal(s) can be selected to override any existing signal in order to actuate the valve to its configured emergency position. Provision for an isolated common is standard.

Inhibits

The MXb and QXb actuators have standard provisions for inhibit movement and also contain up to three configurable inputs. Provision for an isolated common is also standard.

Valve and actuator position sensing

Valve position is sensed by an 18-bit, optical, absolute position encoder with redundant position-sensing circuits designed for BIST.

The BIST feature discerns which failures will signal a warning only and which require a warning plus safe shutdown of the MXb or QXb actuator.

Open and closed positions are stored in permanent, non-volatile memory. The encoder measures valve position at all times, including both motor and handwheel operation, with or without power present, and without the use of a battery.

- The absolute encoder is capable of resolving ±7° of output shaft position over 10,000 output drive rotations.
- This design permits continuous monitoring of valve position during motor and handwheel operation.
- The encoder is 100% repeatable and requires no backup power source for operation.
- Output is used to control the open and closed valve positions and measure and report valve position, as well as provide local and remote position feedback.
- Positioning accuracy is better than 99% for valves requiring 50 or more turns.



QXb

Technical details (continued)

Exterior corrosion protection

As standard, MXb and QXb actuators are coated with a high-durability polyester powder coat designed for exterior exposure, providing excellent gloss retention and resistance to color change. Optional coatings that are suitable for exposure to an ASTM B117 salt spray test for 2,000 hours are available.

Manual operation

A metal handwheel and declutch lever provide for manual operation. Changing from motor to manual operation is accomplished by engaging the declutch lever. Energizing the motor returns the MXb or QXb actuator to motor operation.

- The lever can be padlocked in either motor or manual operation.
- Optional configurations for handwheels are available.



MXb

Factory testing

Every MXb or QXb actuator is factory tested to verify rated:

- Control power supply
- Customer inputs and outputs
- Direction of rotation
- Handwheel operation
- LCD and LED operations
- Local control
- Microprocessor checks
- Motor current and thermistor
- Output speed and torque
- Position-sensor checks
- Valve jammed function

Design life and endurance testing

- AWWA C542-16 – "Electric Motor Actuators for Valves and Slide Gates" – 5,000 cycles with confirmation of specified torque and position accuracy.
- Design life – One million drive sleeve turns under normal operating conditions and approved ambient working environments.
- Endurance – 50 million collective drive sleeve turns of endurance testing were performed for proof of design.

Optional features

Analog position transmitter

A non-contacting, internally powered, electrically isolated position transmitter can be included with the MXb or QXb actuator to provide a 4-20 mA or 0 to 10 VDC signal that is proportional to the valve's position.

Voltages or currents for APT/ATT	Maximum/minimum external load — APT/ATT
4-20 mA	470 ohms—99.9% accuracy 750 ohms for 99% accuracy
0 to 10 VDC	1,000 ohms minimum—99.9% accuracy 2,700 ohms minimum—99% accuracy

Analog torque transmitter

A non-contacting, internally powered, electrically isolated torque transmitter can be included to provide a 4-20 mA or 0 to 10 VDC signal that is proportional to rated output torque.

Modutronic option

A controller that alters valve position in proportion to a 4-20 mA analog command signal can be ordered with the MXb or QXb actuator.

- Positioning is accomplished by comparing the command signal to a non-contacting internal position feedback.
- An automatic pulsing feature to prevent overshoot at the setpoint is included.
- Proportional bands, deadband, signal polarity, motion inhibits time and fail are adjustable using the local control mode of configuration.
- Deadband is adjustable to +/- 0.5% full span.

Voltages or currents for modulation	Input impedance/ capacitance
4-20 mA	470 ohms—99.9% accuracy 750 ohms for 99% accuracy
0 to 10 VDC	1,000 ohms minimum—99.9% accuracy 2,700 ohms minimum—99% accuracy

Relays for status and alarms

Up to four additional latching output contacts rated 250 VAC/30 VDC, 5 A and configurable to represent any actuator status in either N/O or N/C state are available. The contacts are rated 5.0 A at 250 VAC, 30 VDC. The total combined current through all four status contacts must not exceed 8 A.

"R" contact and AC ratings	"R" contact and DC ratings
5.0 Amps @ 250 VAC	5A @ 30 VDC (resistive)

Global certifications

Weather-proof, submersion and corrosion ratings

Model	Weather-proof/submersion		Optional corrosion resistance	
	Enclosure rating	Rating	Certification	Rating
MXb	IEC 60529 Protection Code IP66, IP68	IP68: 15 m for 96 hours	C5-m optional	2,000 hours to ASTM B117-16
	USA and Canada, NEMA 3, 4, 6	NEMA 6: 20 ft for 24 hours		
QXb	IEC 60529 Protection Code IP66, IP68	IP68: 15 m for 96 hours	C5-m optional	2,000 hours to ASTM B117-16
	USA and Canada, NEMA 3, 4, 6	NEMA 6: 20 ft for 24 hours		

Standard hazardous global certifications

Model	Certification mark	XP classification	Enclosure	Temperature rating	
				Standard	Low ambient
MXb	FM (U.S.)	Class I Division 1 Groups C & D T4 Class II Division 1 Groups F & G T4	Type 3, 4, 4X, 6 IP66 IP68	-30°C ≤ T_{AMB} ≤ 65°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T4 Class II Division 1 Groups E, F & G T4			N/A
	IECEx	Ex db IIB T4	IP66 IP68	-20°C ≤ T_{AMB} ≤ 65°C	-60°C ≤ T_{AMB} ≤ 40°C
		Ex db IIB or IIC T4			N/A
		Ex db eb IIB or IIC T4			N/A
	ATEX	II 2 G Ex db h IIB T4 Gb	IP66 IP68	-20°C ≤ T_{AMB} ≤ 65°C	-60°C ≤ T_{AMB} ≤ 40°C
		II 2 G Ex db h IIB or IIC T6 Gb			N/A
		II 2 G Ex db eb h IIB or IIC T6 Gb			N/A
QXb	FM (U.S.)	Class I Division 1 Groups C & D T6 Class II Division 1 Groups F & G T6	Type 3, 4, 4X IP66 IP68	-30°C ≤ T_{AMB} ≤ 70°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T6 Class II Division 1 Groups E, F & G T6			N/A
	FM (Canada)	Class I Division 1 Groups C & D T6 Class II Division 1 Groups F & G T6	Type 3, 4, 4X, 6 IP66 IP68	-30°C ≤ T_{AMB} ≤ 70°C	-50°C ≤ T_{AMB} ≤ 40°C
		Class I Division 1 Groups B, C & D T6 Class II Division 1 Groups E, F & G T6			N/A
	IECEx	Ex db IIB T6	IP66 IP68	-20°C ≤ T_{AMB} ≤ 70°C	-55°C ≤ T_{AMB} ≤ 40°C
		Ex db IIB or IIC T6			N/A
		Ex db eb IIB or IIC T6			N/A
	ATEX	II 2 G Ex db h IIB T6 Gb	IP66 IP68	-20°C ≤ T_{AMB} ≤ 70°C	-55°C ≤ T_{AMB} ≤ 40°C
		II 2 G Ex db h IIB or IIC T6 Gb			N/A
		II 2 G Ex db eb h IIB or IIC T6 Gb			N/A

Note: Consult factory for additional global certifications.

European directives

All MXb and QXb actuator designs have been tested to comply with pertinent EU Directives and are shipped with the Declaration of Conformity listed in the Regulatory Section of VAIOM000071 and AIIOM000517.

Vibration and seismic ratings

MXb/QXb actuators comply with EN 60068-2, MIL-STD-167-1A, and IEEE standard 344-2013.

	Vibration levels (Actuator functions after event)	Seismic levels (Actuator functions after event)
MXb	5 to 100 Hz sine sweeps, 0.75g 3 axes; 100 to 500 Hz, 1g 3 axes	sine sweeps, 3 axes, (Hz/G): 1/0.5, 2-5/1
	25 Hz 2g, 40 to 200 Hz 3g, sine dwell, 3 axes	sine dwell, 3 axes, (Hz/G): 2/2, 2.5 to 35/3
QXb	5 to 500 Hz sine sweeps, 2g 3 axes	sine sweeps, 3 axes, (Hz/G): 1/0.4, 1 to 2/0.4 to 0.8, 2 to 5/0.8 to 2, 5 to 50/2
	25 Hz 2g, 40 to 200 Hz 3g, sine dwell, 3 axes	sine dwell, 3 axes, (Hz/G): 2/1.4, 2.5/2.3, 3.5/3.2, 4/4, 5-35/5
		sine beats (Hz/g): 3.5/4.7, 4/5.4, 5/6.4, 6.3/8.2, 8 to 35/10

Emissions and immunity standards

Three-phase/single-phase ACV or DCV actuators comply with all pertinent requirements of Class A service categories listed below.

Test	Port	EN 301 489-1 V2.2.0 (2017), EN 301 489-17 V3.1.1 (2016-11) and EN 61326-1:2013		
		Method	Level	
Radiated emissions	Enclosure (3 m [10 ft])	EN 55032: 2012, AC:2013 EN 55011:2015, A1:2016 EN 55011:2009, A1:2010 CFR47 Part 15	30 to 230 MHz	50 dB µV/m (quasi-pk)
			230 MHz to 1 GHz	57 dB µV/m (quasi-pk)
			1 to 3 GHz	56 dB µV/m (average)
			3 to 6 GHz	60 dB µV/m (average)
Conducted emissions	AC power	EN 55032:2015 EN 55011:2009, A1:2010 CFR47 Part 15	0.15 to 0.5 MHz	79 dB µV (quasi-pk)
				66 dB µV (average)
			0.5 to 30 MHz	73 dB µV (quasi-pk)
				60 dB µV (average)
Electrostatic discharge	Enclosure	EN 61000-4-2:2009	Contact: Direct	±1 kV, ±2 kV, ±4 kV
			Air	±2 kV, ±4 kV, ±8 kV
	HCP/VCP		Contact: Indirect	±1 kV, ±2 kV, ±4 kV
Radiated RF susceptibility	Enclosure vertical and horizontal (window side only)	EN 61000-4-3:2006, A1:2008, A2:2010	80 MHz to 1.0 GHz	10 Vrms/m @ 80% AM, 1 kHz
			1.0 to 6.0 GHz	3 Vrms/m @ 80% AM, 1 kHz
Electrical fast transient/burst	AC power	EN 61000-4-4:2004, A1:2010	CDN injection	±2 kV (5/50 ns @ 5 kHz)
	DC power, I/O		Clamp injection	±1 kV (5/50 ns @ 5 kHz)
Voltage surge	AC power	EN 61000-4-5:2006	Differential mode	±1 kV @ 1.2/50 µs (line-line)
			Common mode	±2 kV @ 1.2/50 µs (line-ground)
	DC power, I/O		Common mode	±1 kV @ 1.2/50 µs (line-ground)
Conducted RF susceptibility	AC/DC power, I/O	EN 61000-4-6:2009	150 kHz to 80 MHz	3 Vrms @ 80% AM, 1 kHz (20 mA max)
Magnetic immunity	Enclosure	EN 61000-4-8:2008	Three mounting axes: X, Y, Z 60 s dwells and 60 s pulsed	30 A/m @ 50 Hz
				30 A/m @ 60 Hz
Voltage dips and interrupts	AC power	EN 61000-4-11:2004	3x dips @ 10 s interval 50 Hz	100% dip for 1 cycle
				100% dip for 0.5 cycle
				60% dip for 10 cycles (200 ms)
				30% dip for 25 cycles (500 ms)
				100% interrupt 250 cycles (5 s)

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AIBR000087-06 (EN/A4) November 2024

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File #: RES-2026-40 Agenda Item #: 10f.

Submitted By: Noel Cooper

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Resolution 2026-40 to execute a State-Funded Grant Agreement and accept the grant funds from the Florida Department of Transportation in the amount of $579,922

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The proposed State-Funded Grant Agreement (SFGA) FPN#456984-1-54-01 addresses the construction of safety and operational improvements at the intersection of State Road (SR) 464 and SE 25th Avenue, as approved in the Fiscal Year 2025-26 Capital Improvement Plan.

The scope of the grant project includes minor widening and reconstruction of the south leg of the intersection to allow the northbound intersection approach of SE 25th Avenue at SR 464 to have a left-turn lane, shared left-turn lane/through lane, and a dedicated right-turn lane. In addition, an exclusive westbound right-turn lane and marked bike lane will be added on SR 464, along with signal retiming for the intersection.

The total estimated construction cost of the SFGA project is $773,230, and the Florida Department of Transportation (FDOT) agrees to reimburse the City an amount not to exceed $579,922. The City's match is $193,308. The City agrees to bear all expenses in excess of FDOT's participation.

FINDINGS AND CONCLUSIONS:
This Resolution is a necessary administrative and contractual requirement allowing the City to enter into a State-Funded Grant Agreement and accept the grant funds. The project is expected to enhance intersection safety, reduce vehicular congestion, delays, and travel time along SR 464.

Staff recommends approval of this State-Funded Grant Agreement.

FISCAL IMPACT:
The total estimated construction cost of the SFGA project is $773,230, and FDOT agrees to reimburse the City an amount not to exceed $579,922. A budget resolution to appropriate the grant funds is provided on the same agenda.

Funding for this project is included in the Fiscal Year 2025-26 budget in the following accounts:

091-050-260-541-69-65010 Grant (construction)	$579,922
091-020-260-541-69-65010 City Funds (construction)	$193,308
TOTAL	**$773,230**

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This grant documentation will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2026-40

RESOLUTION TO APPROVE THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF OCALA IN THE AMOUNT OF $579,922

WHEREAS, the State of Florida Department of Transportation and the City of Ocala desire to facilitate the State Road 464 and SE 25th Avenue Intersection Improvement project; and

WHEREAS, the State of Florida Department of Transportation agrees to reimburse the City of Ocala $579,922 for the State Road 464 and SE 25th Avenue Improvement project, and the City's match is $193,308, which is available in the current year budget; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Ocala to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project FPN 456984-1-54-01.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled that the City Council President is hereby authorized to make,

execute, and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the project known as FPN 456984-1-54-01.

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

STATE-FUNDED GRANT AGREEMENT

FPN: 456984-1-54-01	Fund: EM26	FLAIR Category: 088862
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 456984-1-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 36	Contract No:	Vendor No: F596000392002

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and the City of Ocala, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriation 1871A of Ch. 205-198 , Laws of Florida , Local Transportation Projects, (ALN55.039)

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the SR 464 & SE 25th Avenue Intersection Improvement project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before November 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $773,230.00 (Seven Hundred Seventy-Three Thousand Two Hundred Thirty Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $579,922.00 (Five Hundred Seventy-Nine Thousand Nine Hundred Twenty-two Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed "percentage to be determined based on the final contract amount"% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit M, Exhibit N

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit M, Exhibit N
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF OCALA

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 456984-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Ocala (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The State Road 464 and Southeast 25th Avenue Intersection Improvements project is with the City of Ocala (Recipient) and includes safety and operational improvements. The project limits extend from MP: 3.444 to MP: 3.516 on SR 464 (Roadway ID: 36004000) and from MP: 0.050 to MP: 0.097 on SE 25th Avenue (Roadway ID: 36900003) for an approximate total project length of 0.119 miles (629 feet).

The project scope involves minor widening and reconstruction of the south leg of the intersection to allow the northbound intersection approach of SE 25th Avenue at SR 464 to have a left-turn lane, shared left-turn lane/through lane and a dedicated right-turn lane. In addition, an exclusive westbound right turn lane on SR 464 and marked bike lane will be added at SE 25th Avenue along with signal retiming for the intersection.

Proposed improvements are primarily within the FDOT right-of-way (ROW) and include roadway modifications, sidewalk improvements, signing and pavement markings, signalization, drainage and lighting. Other construction elements include mobilization, maintenance of traffic, erosion control, removal of existing concrete, clearing and grubbing, milling and resurfacing, detector loops, concrete strain pole, concrete pedestrian pole, pedestrian signal modifications, internally illuminated signs, traffic controller assembly modifications, conduit, signal cable, span wire assembly, pull and splice boxes, electrical power service and service wire, vehicular traffic signals earthwork (regular excavation and embankment), driveway improvements, detectable warnings, and sod.

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. Roadway lighting will be included with this project and completed by the Contractor. The City of Ocala (Recipient) has received a permit exemption from the Water Management District. No right-of-way acquisition is needed for the project. The project shall be constructed within the limits of the existing FDOT and City right-of-way or easements.

For the on-system improvements, FDOT will maintain the improvements within the FDOT ROW. FDOT will not maintain the pavement and sidewalks behind the crosswalks on the north and south side of the intersection. The City of Ocala (Recipient) will be maintaining the traffic signal. Neither FDOT nor the City will maintain the driveway east of SE 25th Avenue as that is private property.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Notice to Proceed (NTP) to advertise must be requested from D5.LocalPrograms@dot.state.fl.us prior to advertisement. As-builts need to be prepared in accordance with CPAM Section 5.

Before beginning Construction, you must request Notice to Proceed from D5.LocalPrograms@dot.state.fl.us. Please provide a copy of the executed construction contract and the signed letter certifying the Right-of-Way/CCNA requirements when requesting the Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5.LocalPrograms@dot.state.fl.us.

In accordance with Exhibit O, Section 1.m, for projects involving construction on, under, or over the Department's right-of-way, the Recipient shall schedule a joint on site review/final walk-thru with FDOT when construction is substantially complete and no less than 2 weeks prior to the scheduled final completion. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by August 21, 2026.
b) Construction Duration of 240 days.
c) Construction to be completed (Final Acceptance) by July 12, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Section 8.b is modified as follows: The Recipient shall provide the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the project has been obtained. Certification is required prior to the Department issuing a notice-to-proceed with construction of the Project to the Recipient. In the event all required right-of-way for the Project has not been acquired at the time the Recipient desires to commence construction, a phased notice-to-proceed approach shall be utilized. The Department shall issue notice-to-proceed for construction within the Project limits for which the Recipient can provide certification. A subsequent request(s) for notice-to-proceed may be submitted by the Recipient as additional right-of-way is acquired and certified.

Per the approved appropriation application, the Recipient has committed a Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount – based on the requirements of the approved appropriation. In the event the final Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Ocala 1805 NE 30th Ave, Bldg. 300 Ocala, Florida 34470	456984-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025-2026**	Maximum Department Participation (Local Transportation Projects)	$773,230.00	$193,308.00	$579,922.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$773,230.00 %	$193,308.00 %	$579,922.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$773,230.00	$193,308.00	$579,922.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF OCALA

PROJECT DESCRIPTION: SR 464 & SE 25th Avenue Intersection Improvement

FPID#: 456984-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Projects, (ALN 55.039)

***Award Amount:** $579,922.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"
TRAFFIC SIGNAL MAINTENANCE

Paragraph 11 is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

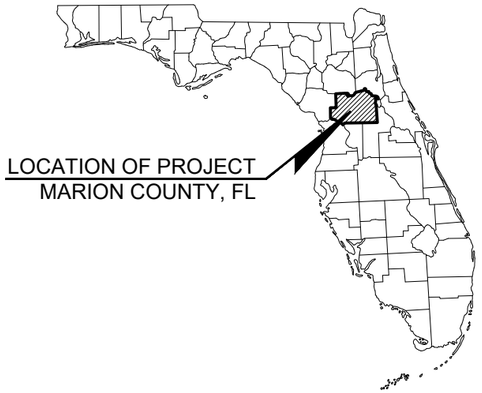
SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

CITY OF OCALA

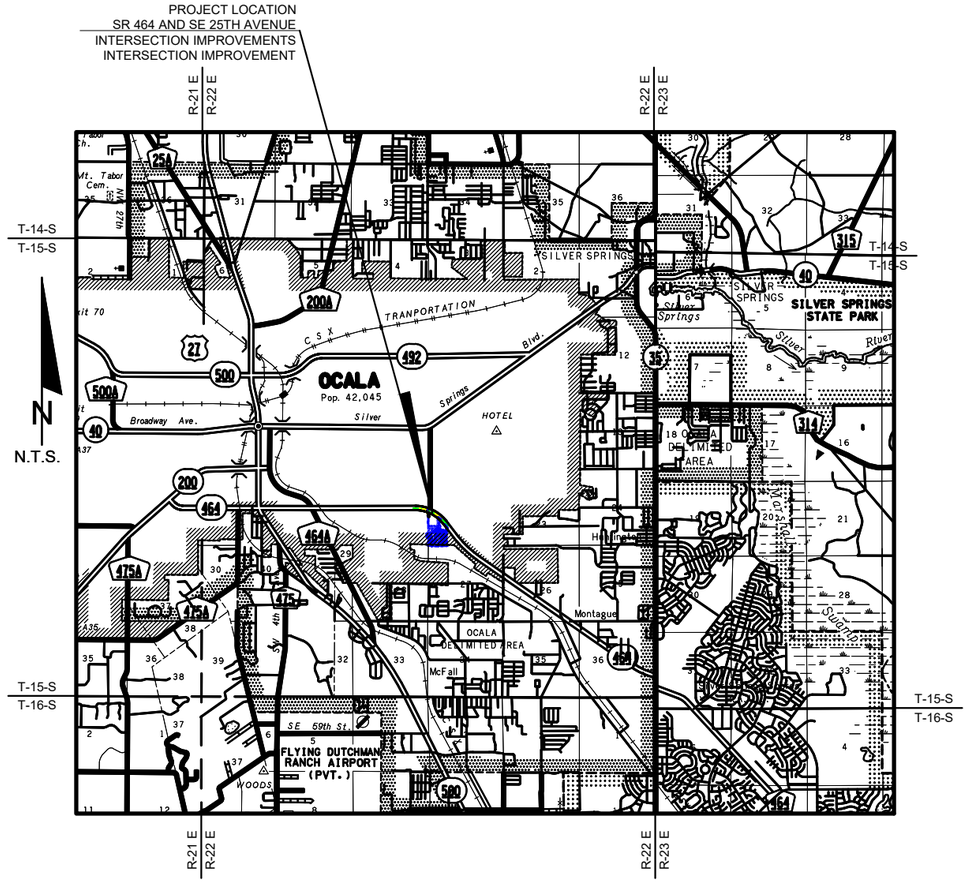
SECTIONS 21 & 22; TOWNSHIP 15 SOUTH; RANGE 22 EAST
MARION COUNTY, FLORIDA

FPN #456984-1-54-01

CIP/260015



PROJECT LOCATION
SR 464 AND SE 25TH AVENUE
INTERSECTION IMPROVEMENTS
INTERSECTION IMPROVEMENT



GOVERNING STANDARDS AND SPECIFICATIONS:
ALL CONSTRUCTION SHALL CONFORM TO THE FDOT STANDARD PLANS (F.Y. 2026-27), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (F.Y. 2026-27), AND THE FDOT UTILITY ACCOMMODATION MANUAL.

UTILITY AGENCY OWNERS:

ELECTRIC	TELEPHONE	GAS
OCALA ELECTRIC UTILITY STEVE SHORT (352) 351-6619	CENTURYLINK PAUL TRENSKI (352) 368-8861	TECO PEOPLES GAS LANDON MEAHL (407) 408-5566
WATER & SEWER OCALA UTILITY SERVICES HECTOR COLON (352) 351-6772	FIBER OCALA FIBER NETWORK JASON COHEN (352) 572-0345	FIBER FORGED FIBER 37, LLC CORY HERBERT (904) 367-9480
FIBER UNITI FIBER JAMES MOSLEY (251) 654-8216	FIBER COX BRYAN WILLIAMS (352) 966 8107	FIBER WIRE 3, LLC CARL PEACOCK (810) 955-1937
FIBER LUMEN-LOCAL JOHN PLANMONDON (352) 425 4444	FIBER METROFIBERNET DAVE SILVEIRA (352) 572 0235	FIBER LUMEN NATIONAL ERIC WALLS (407) 842-9634

CONTRACTOR IS TO COORDINATE WITH FDOT'S ONGOING MILLING AND RESURFACING PROJECT 441141-1-52-01

FOR FDOT ITS LOCATES, CONTACT JENNIFER SARDONINI AT (321) 257-7269

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

INDEX OF SHEETS

C001 - COVER SHEET
C002 - SIGNATURE SHEET
C003 - GENERAL NOTES
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C004 - TYPICAL SECTIONS
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T-4 - SIGNAL SOIL BORINGS
T-5 - SIGNAL SOIL BORINGS

BID SET
APRIL 2026

PROJECT APPLICANT AND CONSULTANTS

APPLICANT:
CITY OF OCALA
110 SE WATULA AVE.
OCALA, FL 34471

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17 STREET., SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

SURVEYOR:
PREECE LAND SURVEYING, INC.
BELLWETHER PROFESSIONAL PARK
2201 SE 30TH AVENUE, SUITE 102
OCALA, FLORIDA 34471
(352) 351-0091

GEOTECHNICAL:
GEO-TECH, INC.
1016 SE 3RD AVENUE
OCALA, FLORIDA 34471
(352) 694-7711

PLANS PREPARED BY:
Kimley»Horn
CONSULTING ENGINEERS AND PLANNERS
1700 SE 17TH STREET
SUITE 200
OCALA, FLORIDA 34471
TEL: (352) 438-3000
REGISTRY NO. 35106

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

Kimley»Horn

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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE:

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

COVER SHEET

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C001

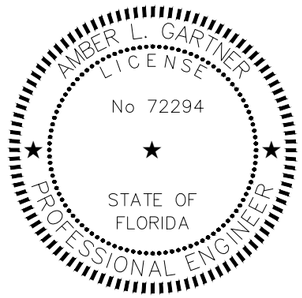
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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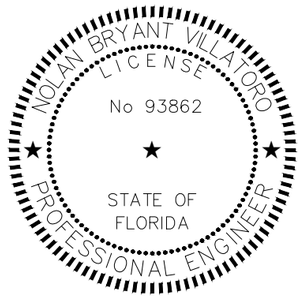
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SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.
THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FL 34471
REGISTRY 35106
AMBER L. GARTNER, P.E. NO. 72294

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
C001	COVER SHEET
C003	GENERAL NOTES
C003A	QUANTITIES
C004	TYPICAL SECTIONS
C005	EROSION CONTROL NOTES
C006	EROSION CONTROL PLAN
C007	EXISTING CONDITION & DEMOLITION PLAN
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C011	CROSS SECTIONS
C012	UTILITY PLAN
T-1	SIGNALIZATION PLAN
T-1A	SIGNALIZATION PLAN



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ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES, INC.
200 SOUTH ORANGE AVENUE, SUITE 600
ORLANDO, FL 32801
REGISTRY 35106
NOLAN BRYANT VILLATORO, P.E. NO. 93862

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NUMBER	SHEET DESCRIPTION
T-2	STRAIN POLE SCHEDULE

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE: ——

KHA PROJECT
142911006
DATE
APRIL 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

SIGNATURE SHEET

SR 464 AND SE 25TH
AVENUE INTERSECTION
IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C002

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EMPLOYING A FLORIDA LICENSED SURVEYOR AND MAPPER FOR CONDUCTING THE FOLLOWING DESCRIBED WORK: EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS (INCLUDING INDIVIDUAL LOT CORNERS) WHICH ARE LOCATED WITHIN PROPOSED CONSTRUCTION AREA ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET IN ACCORDANCE WITH CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES AND 61G17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. VERTICAL DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. ALL STATIONS AND OFFSETS ARE REFERENCED TO CENTERLINE OF CONSTRUCTION.
4. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.
5. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION SIGNS VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC. PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH FDOT'S STANDARDS PLANS INDEX 102-600 THROUGH 102-670.
6. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
7. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE, ETC. SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
8. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN, CONDITIONS WHICH NOW EXIST, AS DETERMINED BY THE ENGINEER. ALL DISTURBED AREAS ARE TO BE SODDED.
9. MATCH SOD TYPES TO ADJACENT PROPERTIES, IF NO PARTICULAR TYPE IS EVIDENT THEN BAHIA SHALL BE USED.
10. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.
12. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.
13. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW AT LEAST TWO BUSINESS DAYS (OR 10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE. CONTRACTOR IS REMINDED THAT NOT ALL UTILITY PROVIDERS ARE SUBSCRIBER TO THE SUNSHINE STATE ONE-CALL SYSTEM, AND IT SHALL BE INCUMBENT UPON THE CONTRACTOR TO MAKE EVERY EFFORT TO ENSURE THAT UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION

UTILITY AGENCY OWNER	CONTACT PERSON	TELEPHONE NUMBER
OCALA ELECTRIC UTILITY (ELECTRIC)	STEVE SHORT	(352) 351-6619
OCALA UTILITY SERVICES (WATER & SEWER)	HECTOR COLON	(352) 351-6772
CENTURYLINK	PAUL TRENSKI	(352) 368-8861
OCALA FIBER NETWORK	JASON COHEN	(352) 572-0345
UNITI FIBER	JAMES MOSLEY	(352) 654-8216
LUMEN-LOCAL	JOHN PLANMONDON	(352) 425-4444
COX	BRYAN WILLIAMS	(352) 966-8107
METROFIBERNET	DAVE SILVEIRA	(352) 572-0235
FORGED FIBER 37, LLC	CORY HERBERT	(904) 367-9480
WIRE 3, LLC	CARL PEACOCK	(801) 955-1937
TECO PEOPLES GAS	LANDON MEAHL	(407) 408-5566
LUMEN NATIONAL	ERIC WALLS	(407) 842-9634

14. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
15. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
16. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS ALL REMAIN, UNLESS OTHERWISE NOTED. EXISTING DRAINAGE PATTERNS SHALL NOT BE ALTERED BY THE CONTRACTOR DURING CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH OTHER WORK WHICH MAY BE ONGOING ADJACENT TO, OR AFFECTING, THIS CONSTRUCTION. CONTRACTOR SHALL COOPERATE WITH OTHER CONTRACTORS AND ALL AFFECTED UTILITY COMPANIES.
18. CONTRACTOR SHALL PROTECT EXISTING UTILITIES, SURVEY MARKERS, MONUMENTS, ETC. DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE/REPLACE ANY DAMAGE DURING CONSTRUCTION ACTIVITIES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE CONSTRUCTION OPERATION, FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL. DISPOSAL OF UNSUITABLE MATERIAL SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION AND SAFELY ROUTING ALL VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE CONSTRUCTED AREA. THE CONSTRUCTION AREA SHALL BE CLEARLY MARKED AT ALL TIMES.
21. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR SIGNAL EQUIPMENT AND SPECIAL SIGNSTO THE ENGINEER, FDOT, AND CITY OF OCALA FOR REVIEW AND APPROVAL.
22. ALL CONSTRUCTION IN FDOT ROW SHALL CONFORM TO THE LATEST FDOT STANDARD PLANS AND FDOT STANDARD SPECIFICATIONS.
23. ALL DISTURBED AREAS IN FDOT ROW SHALL BE SODDED.
24. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
25. CONTRACTOR SHALL APPLY FOR A RIGHT OF WAY UTILIZATION PERMIT, AT LEAST 5 BUSINESS DAYS PRIOR TO SCHEDULED START DATE, FOR ALL WORK TO BE DONE WITH THE CITY'S RIGHT OF WAY.
26. THE CONTRACTOR IS TO CONTACT DAVE RICHARDS AT 352-400-2138, AT LEAST 72 HOURS PRIOR TO EXCAVATION NEAR OR AROUND THE EXISTING GAS LINE TO ARRANGE A CONSTRUCTION WATCH DURING THE EXCAVATION.

GENERAL TRAFFIC NOTES

1. THE MAINTAINING AGENCY IS CITY OF OCALA.
2. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2009 EDITION, INCLUDING R1 AND R2, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FY 2026-27) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD CONSTRUCTION (FY 2026-27), AND ALL SUPPLEMENTS APPLICABLE THERETO.
3. THESE PLANS REFLECT CONDITIONS KNOWN AT THE TIME OF PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL FIELD CONDITIONS PREVENT THE APPLICATION OF THESE PLANS AND/OR THE SPECIFICATIONS OR THE PROGRESSION OF THE WORK SPECIFIED IN THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY OF OCALA ENGINEER'S OFFICE IMMEDIATELY AND PRIOR TO ANY FURTHER EXECUTION OF THE WORK.
4. THE CONTRACTOR SHALL SUBMIT CERTIFICATES OF INSPECTION FROM THE MANUFACTURER THAT THE EQUIPMENT AND MATERIALS TO BE SUPPLIED HAVE BEEN INSPECTED AT THE PLANT AND MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THESE CERTIFICATES SHALL BE SUBMITTED PRIOR TO BEGINNING WORK.
5. THE CONTRACTOR SHALL VERIFY COLOR CODES WITH CITY OF OCALA FOR THE SIGNAL CABLE CONDUCTORS PRIOR TO ORDERING.
6. NO LANE CLOSURES ARE ALLOWED ON SR 464 BETWEEN 6:00AM AND 7:00PM
7. CONTRACTOR TO PROVIDE A COMPLETE TRAFFIC CONTROL PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER THAT MEETS THE MINIMUM REQUIREMENTS OF FDM SECTIONS 240 AND 921, AND PROVIDE TO THE CITY OF OCALA AND FDOT OCALA OPERATIONS OFFICE FOR REVIEW AND APPROVAL PRIOR TO BEGINNING CONSTRUCITON.
8. IN THE EVENT THAT TRAFFIC SIGNAL CONSTRUCTION ACTIVITY AT THE INTERSECTION REQUIRES CLOSURE OF A LANE OR LANES, THE CONTRACTOR SHALL PROCURE THE SERVICES OF TRAFFIC CONTROL OFFICER TO DIRECT TRAFFIC FOR THE DURATION OF THE CLOSURE(S). PAYMENT FOR THE OFFICER SHALL BE INCIDENTAL TO THE WORK AND WILL NOT BE PAID SEPARATELY.
9. DURING NON-WORKING HOURS, THE CONTRACTOR SHALL NOT STORE ANY MATERIALS OR PARK ANY EQUIPMENT WITHIN 30 FEET OF THE EDGE OF THE TRAVELED WAY. IF THE ABOVE IS NOT POSSIBLE, THE CONTRACTOR SHALL APPOINT AN APPROVED STORAGE AREA AND SUCH AREA SHALL BE PROPERLY DELINEATED AND ADVANCE WARNING SHALL BE UTILIZED.
10. PER FDOT STANDARD SPECIFICATIONS, ALL FIELD WIRING SHALL BE CLEARLY IDENTIFIED WITH WEATHERPROOF TAGS THAT ARE SECURELY ATTACHED TO EACH CABLE. THE CONTRACTOR SHALL SUBMIT THE PROPOSED TAGGING SYSTEM WITH THE SUBMITTALS PACKAGE AS REQUIRED FOR PERMIT JOBS.
11. THREE SPARE CONDUCTORS PER SIGNAL CABLE ARE REQUIRED. SPARES SHALL BE BOUND TOGETHER AND GROUNDED TO THE BUS GROUNDING FACILITY IN THE CONTROLLER CABINET.
12. ALL TRAFFIC SIGNAL HEAD ASSEMBLIES SHALL HAVE A MINIMUM LOW POINT OF CLEARANCE OF 17.5' AND A MAXIMUM HIGH POINT OF CLEARANCE OF 19' FROM THE BOTTOM OF THE ASSEMBLY TO THE ROADWAY.
13. ALL MAINTENANCE OF TRAFFIC FOR THIS INSTALLATION SHALL CONFORM TO THE FDOT STANDARD INDEX(ES) 102-600 THROUGH 102-670 THAT ARE MOST APPLICABLE TO THE INTENT OF THE CONSTRUCTION ACTIVITY IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC FOR THE DURATION OF THIS PROJECT.
14. THE CONTRACTOR SHALL NOTIFY CITY OF OCALA AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION.
15. THE CONTRACTOR IS REQUIRED TO INSPECT THE INSTALLATION OF THE TRAFFIC SIGNALS IN ACCORDANCE WITH FDOT SPECIFICATION 105-8.10. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.2 WITH THE ENGINEER AT LEAST TEN DAYS IN ADVANCE. THE CITY OF OCALA PUBLIC WORKS DEPARTMENT ((352)351-6733) AND THE FDOT PERMIT OFFICE AND FDOT TRAFFIC OPERATIONS (JOHN LILLY, (386) 943-5329) ALSO BE CONTACTED TEN DAYS BEFORE THE INSPECTION IS TO BE PERFORMED SO THEY MAY BE PRESENT.
16. PRIOR TO FINAL ACCEPTANCE BY THE CITY, SUBMIT TO THE CITY TRAFFIC ENGINEER TWO (2) COMPLETE AND COMPREHENSIVE SETS OF AS-BUILT PLANS ON TWENTY-FOUR INCH BY THIRTY-SIX INCH (24"x36") PLAN SHEETS AND ONE ELECTRONIC FILE COPY. AS-BUILT DRAWINGS SHALL ACCURATELY REFLECT THE ACTUAL, AS-BUILT CABINET IN THE FIELD AND SHALL IDENTIFY THE FOLLOWING INFORMATION.
    a. THE LOCATION OF ALL INSTALLED LOOPS, THE PATH OF EACH LOOP LEAD-IN TO THE SPLICING PULL BOX, AND THEN THE PATH OF THE HOMERUN TO THE CONTROLLER CABINET INCLUDING LOOP READINGS.
    b. ABANDONED AND UNUSED PULL BOXES SHALL BE CLEARLY LABELED.DISTANCES FROM THE INTERSECTION OF EACH INSTALLED PULL BOX SHALL BE MEASURED FROM THE PERPENDICULAR EDGE OF CURB AND FROM THE EDGE OF THE NEAREST CURB TO INDICATE LOCATION IN RELATION TO THE ROADWAY.
    c. THE INSTALLED CONDUIT'S SIZE AND NUMBER OF RUNS SHALL BE CLEARLY NOTED AS WELL AS THE DISTANCE AWAY FROM THE NEAREST CURB.
    d. IF INSTALLED, THE LOCATION OF SIGNAL POLES, CONTROLLER CABINET, UNINTERRUPTIBLE POWER SUPPLY AND BATTERY BACKUP CABINET, COMMUNICATION CABLE, VIDEO DETECTION CAMERAS AND CABLE, ITS CAMERAS AND CABLE, OVERHEAD MOUNTED STREET NAME SIGNS, LIGHTED OR NON-LIGHTED AND CABLE RUNS, AND POWER CABLE SHALL BE SHOWN ON THE PLANS.
    e. TWO (2) SETS OF SIGNAL WIRING COLOR CODE FORMS SHALL BE INCLUDED WITH THE AS-BUILT PLANS.
    f. CONTRACTOR SHALL CORRECT ANY ERRORS TO THE AS-BUILT PLANS UPON REVIEW BY THE ENGINEER BEFORE FINAL ACCEPTANCE IS COMPLETE.
16. CABLE GRIP SHALL BE OF SUFFICIENT SIZE TO NOT COMPROMISE THE INSULATION ON THE SIGNAL CABLE.
17. ALL CABLE SHALL BE PULLED IN THE CONDUIT WITH A CABLE GRIP DESIGNED TO PROVIDE A FIRM HOLD ON THE EXTERIOR COVERING OF THE CABLE. A WINCH WITH A SLIP CLUTCH SHALL BE USED TO ENSURE THAT THE ALLOWABLE TENSION IS NOT EXCEEDED. AN APPROVED LUBRICANT SHALL BE USED TO FACILITATE THE PULLING OF THE CABLE.
18. THE CONTRACTOR WILL BE REQUIRED TO HAVE AN I.M.S.A LEVEL II SIGNAL TECHNICIAN ON SITE THROUGH ALL PHASES OF CONSTRUCTION AND ON CALL WITH A 2-HOUR MAXIMUM RESPONSE TIME.

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KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

GENERAL NOTES

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C003

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FDOT PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION AND SPECIAL PROVISIONS	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE OF INTERSECTION	LS	1
104-10-3	SEDIMENT BARRIER	LF	130
104-18	INLET PROTECTION SYSTEM	EA	5
110-1-1	CLEARING AND GRUBBING	LS	1
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	312
120-1	REGULAR EXCAVATION	CY	380
120-6	EMBANKMENT	CY	416
N/A	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	LS	1
160-4	TYPE B STABILIZATION	SY	782
285-7-09	OPTIONAL BASE, BASE GROUP 09	SY	667
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	1,167
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1- 1/2" AVG DEPTH	SY	50
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	68
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	87
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	55
425-1-521	INLET, DT BOT, TYPE C, <10'	EA	1
425-2-61	MANHOLE, P-8, <10'	EA	1
430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	26
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	450
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	137
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	93
527-2	DETECTABLE WARNINGS	SF	86
570-1-2	PERFORMANCE TURF, SOD	SY	1,300
611-1-1	ITSFM SUBSURFACE DOCUMENTATION	MI	0.1
611-2-1	ITSFM LOCATION DOCUMENTATION - INTERSECTION	EA	1
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	108
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	685
632-7-1	SIGNAL CABLE	PI	1
633-6	FIBER OPTIC CABLE LOCATOR	LS	1
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	1
635-2-11	PULL & SPLICE BOX; FURNISH & INSTALL; 13"x24"	EA	6
635-2	PULL & SPLICE BOX; ADJUST TO GRADE	EA	1
639-1-420	ELECTRICAL POWER SERVICE, REL UNDERGROUND	AS	1
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	EA	50
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	1
641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	EA	1
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	AS	3
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	5
650-1-19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION, 1 WAY	AS	1
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3
660-2-102	LOOP ASSEMBLY, F&I, TYPE B	EA	7
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	EA	7
670-5-710	TRAFFIC CONTROLLER ASSEMBLY, MODIFY ONLY - NO COMPONENTS ADDED	AS	1
685-2-1	REMOTE POWER MANAGEMENT UNIT (RPMU), F&I	EA	1
700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	AS	1
700-1-500	SINGLE POST SIGN (RELOCATE)	EA	1
700-5-50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	1
704-1-4	TUBULAR MARKER, 36" YELLOW POST	EA	1
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	41
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	327
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	75
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.066
711-11-160	THERMOPLASTIC, STANDARD, WHITE, THERMOPLASTIC, "ONLY" MESSAGE	EA	1
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	9
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE, 6"	GM	0.020
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	190
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, HELMETED BICYCLIST SYMBOL	EA	2
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	2
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.146
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.063
715-5-30	LUMINAIRE & BRACKET ARM - ALUMINUM, INSTALL NEW LUMINIARE & ARM ON NEW POLE	EA	1
715-68-000	LIGHT POLE COMPLETE, RELOCATE	EA	1

PAY ITEM NOTES

(ALL TRAFFIC EQUIPMENT MUST BE ON THE FDOT APL, AND MUST BE APPROVED BY CITY OF OCALA BEFORE PROCUREMENT)

PAY ITEM NO. 101-1
REMOVAL OF CONFLICTING PAVEMENT MARKINGS SHALL BE INCLUDED WITH THIS PAY ITEM.

PAY ITEM NO. 102-1
THIS ITEM IS LUMP SUM AND SHALL INCLUDE ALL NECESSARY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO IMPLEMENT AND MAINTAIN THE APPROVED TRAFFIC CONTROL PLAN. THE CONTRACTOR IS REQUIRED TO PROVIDE A COMPLETE TRAFFIC CONTROL PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER THAT MEETS THE MINIMUM REQUIREMENTS OF FDM SECTIONS 240 AND 921, AND PROVIDE IT TO THE CITY OF OCALA AND FDOT OCALA OPERATIONS OFFICE FOR REVIEW.

PAY ITEM NO. 102-107-1
THIS ITEM WILL BE PAID LUMP SUM TO INCLUDE MAINTENANCE OF THE TRAFFIC SIGNAL FOR THE DURATION OF THE CONTRACT TIME AND INSTALLATION AND MAINTENANCE OF TEMPORARY TRAFFIC DETECTION FOR THE TIME PERIOD BETWEEN WHEN THE EXISTING DETECTION IS REMOVED AND THE PERMANENT DETECTION IS OPERATIONAL AND THE FINAL LANE CONFIGURATION IS IN PLACE.

PAY ITEM NO. 110-1-1
THIS ITEM IS TO INCLUDE THE REMOVAL OF UN-NEEDED PULL BOXES AND CONDUIT.

PAY ITEM NO. 120-6
PAYMENT INCLUDES REWORK OF THE STABILIZED SHOULDER PER THE PLAN AND SWALE.

PAY ITEM NO. 635-2-11 AND 635-2-12
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SIZE THE PULL BOXES SUCH THAT THEY WILL ALLOW PLACEMENT OF ALL CABLES INSIDE THE PULL BOXES WHILE MAINTAINING THE REQUIRED MINIMUM BENDING RADII ON THE CABLES. PULL BOXES AND COVERS SHALL BE NON-METALLIC CONSTRUCTION WITH RECESSED COVER. SHALL INCLUDE CONSTRUCTION OF A 12" WIDE BY 6" DEEP CONCRETE APRON AROUND THE NEW PULL BOX. PULL BOX COVERS SHALL BE LABELED PER FY 2026-27, FDOT STANDARD SPECIFICATION 996-5.1.1.

PAY ITEM NO. 700-5-50
THIS ITEM INCLUDES ALL NECESSARY LABOR, HARDWARE, AND EQUIPMENT TO REMOVE SIGN FROM EXISTING POLE AND MOUNT TO NEW POLE 700-5-50.

PAY ITEM NO. 632-7-1 SHALL BE INSTALLED PER STANDARD PLANS INDEX 634-001 AS APPLICABLE.

PAY ITEM NO. 630-2-AB SHALL BE INSTALLED PER SECTION 630 OF THE FDOT STANDARD SPECIFICATIONS. ALL CONDUITS SHALL ENTER PULL BOXES AS REQUIRED IN STANDARD PLANS INDEX 635-001. ALL CONDUIT SHALL BE 2 INCH SCHEDULE 40 PVC UNLESS SPECIFIED OTHERWISE IN THE PLANS OR SPECIFICATIONS. SEE SPECIFIC PLANS SHEETS FOR NUMBER OF RUNS REQUIRED FOR EACH BORE.

PAY ITEM NO. 635-2: THIS ITEM SHALL INCLUDE THE ADJUSTING OF THE EXISTING FIBER OPTIC SPLICE BOX TOP TO THE PROPOSED GRADE.

PAY ITEM NO. 641-2-80: SHALL INCLUDE THE COMPLETE REMOVAL OF SIGNAL HEADS, SPAN WIRE AND ALL OTHER ASSOCIATED ATTACHMENTS NOT SHOWN FOR RELOCATION. (SEE FDOT BASIS OF ESTIMATES FOR DETAILS)

PAY ITEM NO. 650-1-AB SHALL BE BLACK IN COLOR AND INCLUDE FULL TUNNEL VISORS. ALL SIGNAL DISPLAYS SHALL BE L.E.D. AND BE EQUIPPED WITH YELLOW RETRO-REFLECTIVE FLEXIBLE BACKPLATES.

PAY ITEM NO. 660-2-102, 660-2-106: SHALL INCLUDE ALL LOOP WIRE NECESSARY TO COMPLETE THE INSTALLATION OF THE LOOPS. SHALL INCLUDE SPLICING THE LOOP WIRE TO THE LOOP LEAD-IN CABLE IN EXISTING PULL BOX, WHERE APPLICABLE.

PAY ITEM NO. 670-5-710: INCLUDE ALL LABOR AND EQUIPMENT TO IMPLEMENT THE SIGNAL TIMING PLAN AS INDICATED ON SHEET T-1A.

PAY ITEM NO. 715-5-30 INCLUDES ALL HARDWARE AND LABOR TO INSTALL LUMINAIRE TO BE PROVIDED BY THE CITY OF OCALA ON NEW STRAIN POLE

PAY ITEM NO. 715-68-000: PAYMENT INCLUDES REMOVAL OF OLD FOUNDATION, INSTALLATION OF NEW FOUNDATION, AND ALL INCIDENTALS FOR INSTALLATION/OPERATION

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KHA PROJECT 142911006
DATE APRIL 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

QUANTITIES

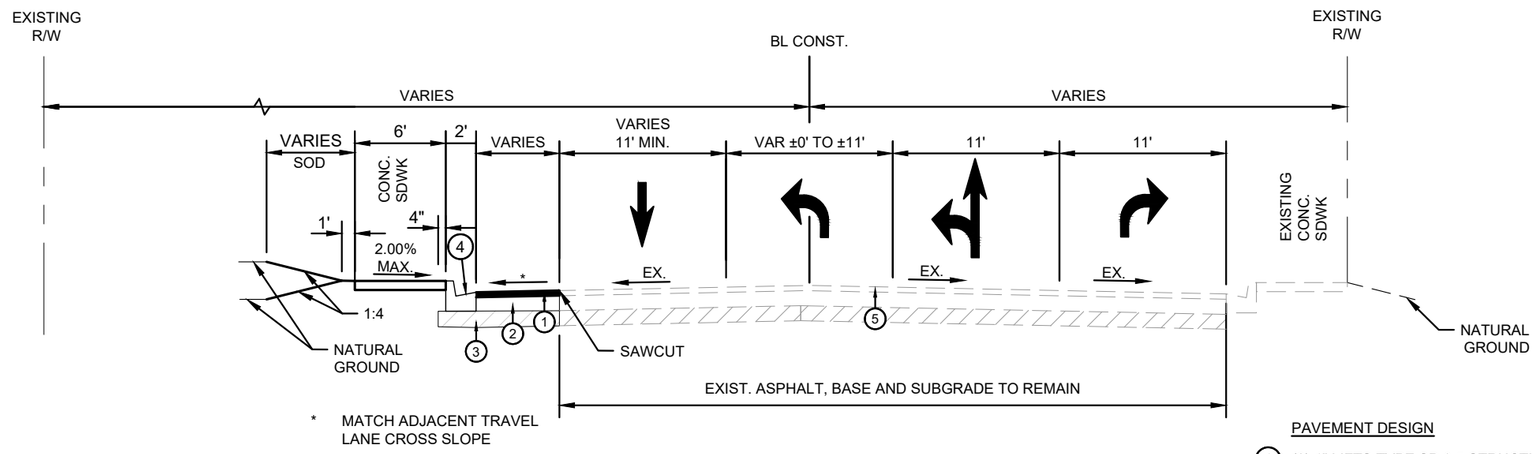
SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C003A

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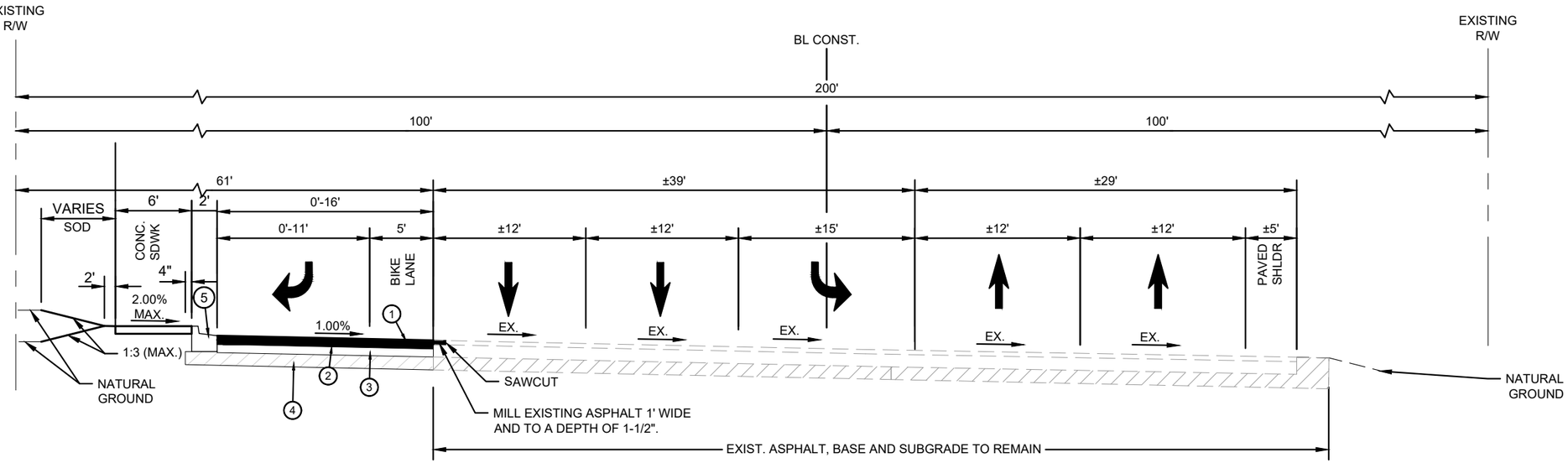


SE 25TH AVENUE TYPICAL SECTION

DESIGN SPEED 30 MPH
STA. 114+09.69 TO STA. 116+13.52

PAVEMENT DESIGN

1. (2) 1" LIFTS TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B)
2. 10" LIMEROCK BASE, MAX. 6" LIFTS (98% AASHTO T-180)
3. 12" TYPE B STABILIZATION (LBR 40 MINIMUM)
4. TYPE 'F' CURB AND GUTTER, (PER FDOT INDEX 520-001)
5. MILL 1.0" OF EXISTING ASPHALT & OVERLAY WITH 1.0" TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B)



SR 464/SE MARICAMP ROAD TYPICAL SECTION

DESIGN SPEED 45 MPH
STA. 1193+27.87 TO STA. 1196+04.64

PAVEMENT DESIGN

1. 1-1/2" FRICTION COURSE FC-12.5, (TRAFFIC C)(PG 76-22)
2. 2-1/2" TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C)(PG 76-22)
3. 10" LIMEROCK BASE, MAX. 6" LIFTS (98% AASHTO T-180)
4. 12" TYPE B STABILIZATION (LBR 40 MINIMUM)
5. TYPE 'F' CURB AND GUTTER (PER FDOT INDEX 520-001)

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KHA PROJECT 142911006
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SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

TYPICAL SECTIONS

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C004

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TIMING OF SEDIMENT - CONTROL PRACTICES:

SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL THROUGHOUT EARTH-DISTURBING ACTIVITY.

SETTLING FACILITIES, PERIMETER CONTROLS, AND OTHER PRACTICES INTENDED TO TRAP SEDIMENT SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN SEVEN DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.

STABILIZATION OF NON STRUCTURAL PRACTICES:

CONTROL PRACTICES SHALL PRESERVE EXISTING VEGETATION WHERE ATTAINABLE AND DISTURBED AREAS SHALL BE RE-VEGETATED AS SOON AS PRACTICAL AFTER GRADING OR CONSTRUCTION, BUT NO LATER THAN SEVEN DAYS.

PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE, AND SHALL ALSO BE APPLIED TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN DORMANT UNDISTURBED FOR LONGER THAN SEVEN DAYS.

SEDIMENT BARRIERS:

SHEET FLOW RUNOFF FROM DENUDED AREAS SHALL BE INTERCEPTED BY SEDIMENT BARRIERS.

SEDIMENT BARRIERS SUCH AS SEDIMENT FENCE OR DIVERSIONS TO SETTLING FACILITIES SHALL PROTECT ADJACENT PROPERTIES AND WATER RESOURCES FROM SEDIMENT TRANSPORTED BY SHEET FLOW.

INLET PROTECTION:

ALL STORM SEWER INLETS WHICH ACCEPT WATER RUNOFF FROM THE DEVELOPMENT AREA SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED. COSTS FOR INLET PROTECTION DEVICES (IF NEEDED ON THIS PROJECT) SHALL BE INCLUDED IN THE POLLUTION PREVENTION AND CONTROL PAY ITEM.

MAINTENANCE:

TEMPORARY EROSION CONTROL FEATURES SHALL BE ACCEPTABLY MAINTAINED AND SHALL BE REMOVED OR REPLACED AT COMPLETION IN ACCORDANCE WITH THE NPDES GENERAL PERMIT CONDITIONS. MAINTENANCE, REMOVAL AND REPLACEMENT SHALL BE PAID FOR UNDER THE POLLUTION PREVENTION AND CONTROL PAY ITEM.

STOCKPILES:

ALL SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION BY PERIMETER CONTROL DEVICES SUCH AS STRAW BALE DIKES OR FILTER FABRIC FENCES. THESE PERIMETER CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

PERMANENT VEGETATION:

PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED WHICH, IN THE OPINION OF MARION COUNTY, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY AND TO SURVIVE ADVERSE WEATHER CONDITIONS.

CONSTRUCTION ACCESS ROUTES:

MEASURES SHALL BE TAKEN TO PREVENT SOIL TRANSPORT ONTO SURFACES OR PUBLIC ROADS.

INSPECTION SCHEDULE:

1. DIVERSION SWALE AND STRUCTURAL PROTECTION - INSPECT EVERY 7 DAYS AND AFTER EACH RAINSTORM 1/2" OR GREATER. REPAIR AS REQUIRED.

2. INLET PROTECTION - INSPECT FOR SEDIMENT ACCUMULATION EVERY 7 DAYS AND AFTER EACH RAINFALL 1/2" OR GREATER,AND DAILY DURING CONTINUED RAINFALL. REPAIR OR REPLACE WHEN WATER FLOW IS RESTRICTED BY SEDIMENT.

3. VEGETATIVE PLANTING - INSPECT AFTER SPROUTING OCCURS AND REPLANT BARE AREAS. INSPECT ESTABLISHED COVER EVERY 15 DAYS FOR DAMAGE; REPLANT AS REQUIRED. MAINTAIN ESTABLISHED COVER AT MAXIMUM 6" HEIGHT. IRRIGATE AS REQUIRED DURING DRY PERIODS TO MAINTAIN LIVE VEGETATION.

CONSTRUCTION SEQUENCE:

1. INSTALL SEDIMENT CONTROL MEASURES AND TREE PROTECTION AS NECESSARY

2. ROUGH GRADE SITE & STOCKPILE TOPSOIL. PERFORM DEMOLITION ACTIVITIES.

3. TEMPORARY VEGETATION

4. CONSTRUCT ROAD IMPROVEMENTS

5. FINAL GRADING

6. PERMANENT VEGETATION

7. PERFORM CONTINUING MAINTENANCE

NOTE: THE SEQUENCE OF CONSTRUCTION SHOWN ABOVE IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.

SEDIMENT FENCE:

THIS SEDIMENT BARRIER UTILIZES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.

1. THE HEIGHT OF A SEDIMENT FENCE SHALL NOT EXCEED 36-INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).

2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY SEALED.

3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET.

4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.

5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1-INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8-INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.

7. WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSURE POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO. 6 APPLYING.

8. THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.

9. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

MAINTENANCE

SEDIMENT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH ONE-HALF INCH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

SHOULD THE FABRIC ON A SEDIMENT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED OR SODDED AS PER PLAN.

ADDITIONAL MEASURES:

THIS PLAN AND NARRATIVE REPRESENTS THE MINIMUM AMOUNT OF EROSION AND SEDIMENT CONTROL MEASURES, IN THE OPINION OF THE ENGINEER, THAT MAY BE NECESSARY UNDER FAVORABLE WEATHER CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL MEASURES OR PRACTICES THAT MAY BE NECESSARY TO CONTROL EROSION, TURBID DISCHARGE, FUGITIVE PARTICULATES, ETC. TO FULLY COMPLY WITH ALL GOVERNMENTAL RULES AND/OR PERMIT REQUIREMENTS.

TREE PROTECTION:

FOR ALL TREES SHOWN TO REMAIN:

1. NO BUILDING MATERIALS, TRASH, EQUIPMENT, WASTE OR OTHER OBJECTS SHALL BE PLACED, PARKED, DUMPED, OR STORED INSIDE TREE BARRIERS. NO VEHICULAR TRAFFIC OR PARKING IS ALLOWED WITHIN THE ROOT ZONES OF THE TREES BEFORE, DURING OR AFTER CONSTRUCTION.

EROSION AND SEDIMENT CONTROL NARRATIVE

ENGINEER: KIMLEY-HORN AND ASSOCIATES INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FLORIDA 34471
PHONE: 352-438-3000

OWNER: FLORIDA DEPARTMENT OF TRANSPORTATION

SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT CONSISTS OF CONSTRUCTING SIGNALIZATION AND TURN LANE IMPROVEMENTS AT THE INTERSECTION OF SE 25TH AVE. & SE MARICAMP ROAD.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED. THE EROSION CONTROL PLAN CALLS FOR TWO MAJOR PHASES:

PHASE I:
PERFORM CLEARING AND GRUBBING AND CONSTRUCT NEW PAVEMENT IN WIDENING AREAS.

PHASE II:
FINAL STABILIZE ALL DISTURBED AREAS. PLACE SOD, FINAL LIFT OF ASPHALT AND PAVEMENT MARKINGS.

1.C. TOTAL PROJECT AREA ESTIMATES:
TOTAL PROJECT SITE AREA: 0.74± ACRES
TOTAL AREA TO BE DISTURBED: 0.74± ACRES
TOTAL AREA OF CLEARING AND GRUBBING: 0.08± ACRES
NEW IMPERVIOUS AREA: 0.16 ACRES

1.D. SITE MAP:

THE CONSTRUCTION PLAN SHEETS WILL BE USED AS THE SITE MAP. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR ALL THE ITEMS DISCUSSED ARE IDENTIFIED ON THE COVER SHEET OF THE CONSTRUCTION PLANS IF THE PAGE NUMBERS ARE NOT REFERENCED BELOW.

1.E. RECEIVING WATERS:
SELF CONTAINED

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE: ____

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

EROSION CONTROL NOTES

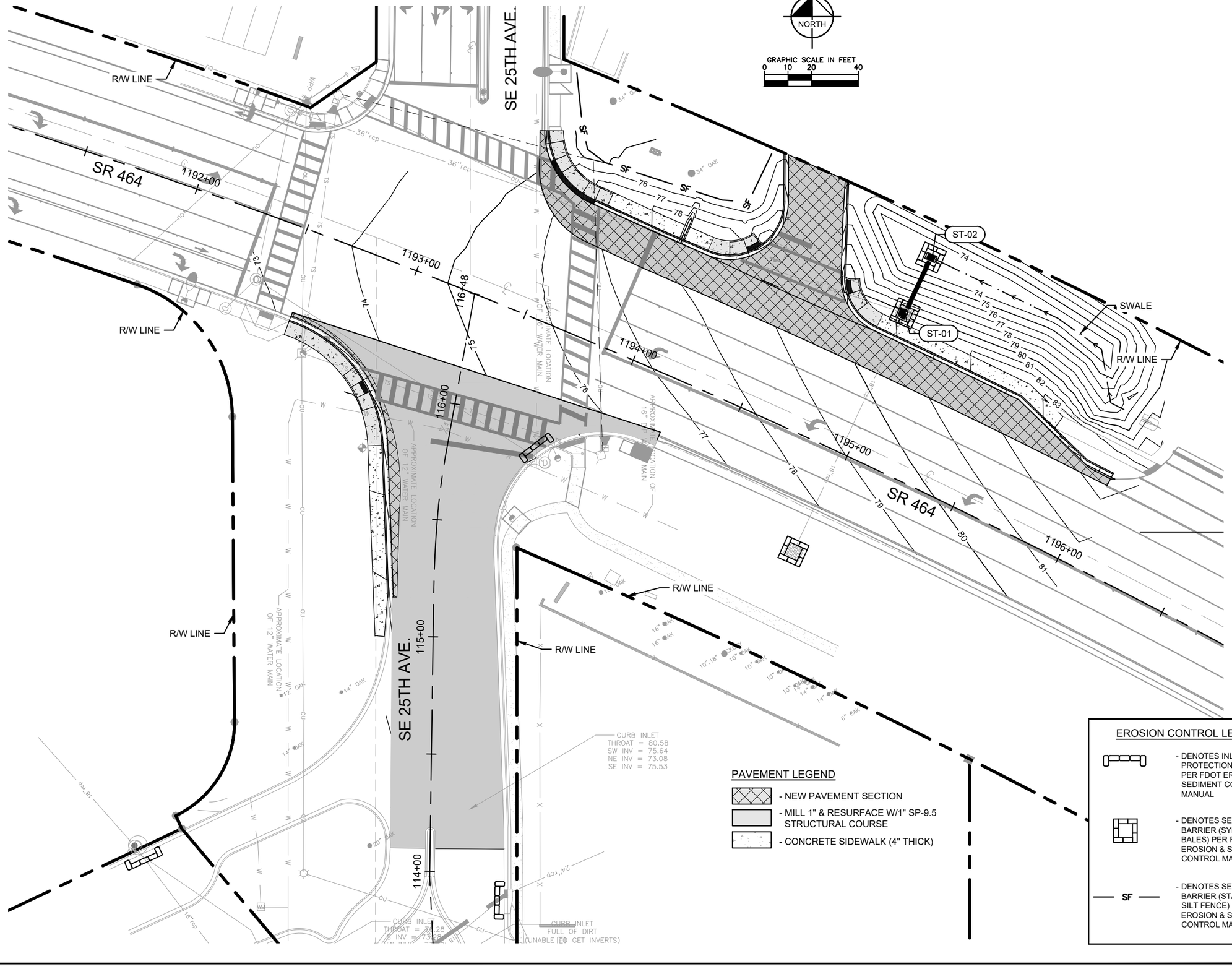
SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C005

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PHONE: 352-438-3000
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LICENSED PROFESSIONAL
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FLORIDA LICENSE NUMBER
72294
DATE: ——

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
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DRAWN BY	DSC
CHECKED BY	ALG

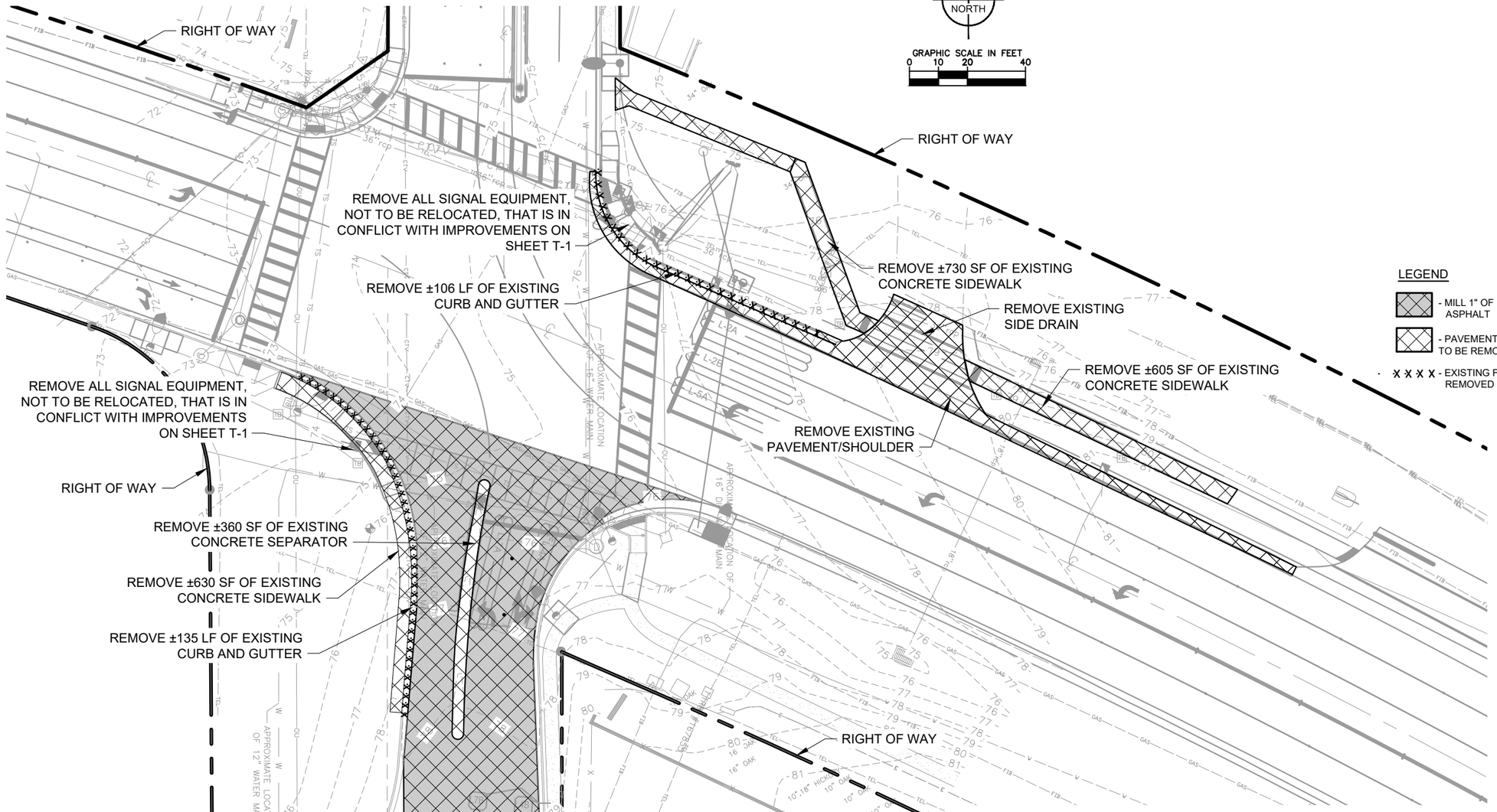
EROSION CONTROL PLAN

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
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CITY OF OCALA FLORIDA

SHEET NUMBER
C006

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DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION AND/OR PRESERVATION OF EXISTING TREES. ALL TREES IN CONFLICT WITH PROPOSED IMPROVEMENTS AND NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

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-	BID SET - NOT FOR CONSTRUCTION	-	-

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PHONE: 352-438-3000
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LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE:

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

EXISTING CONDITION & DEMOLITION PLAN

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

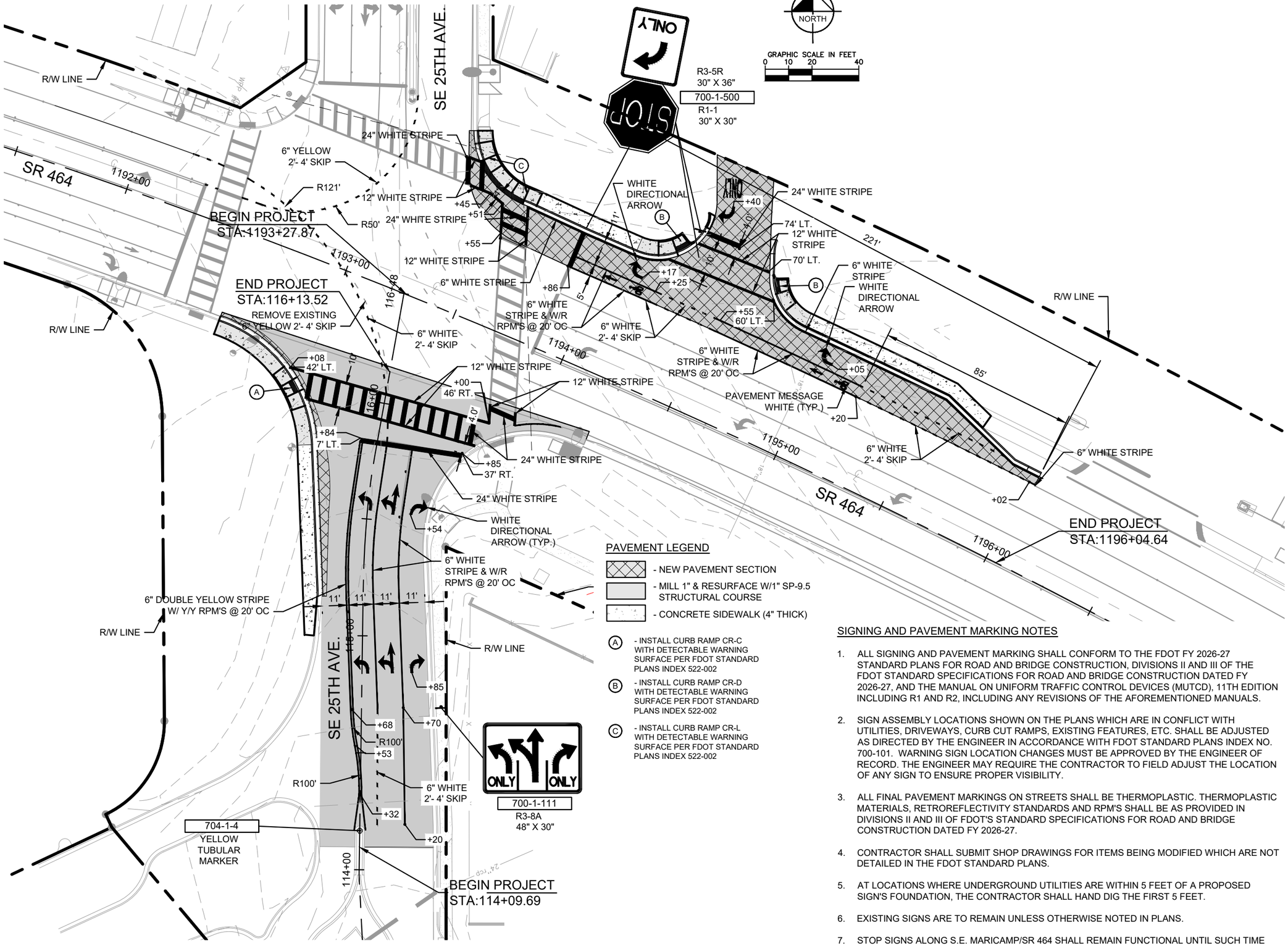
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SHEET NUMBER
C007

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PAVEMENT LEGEND

- NEW PAVEMENT SECTION
- MILL 1" & RESURFACE W/1" SP-9.5 STRUCTURAL COURSE
- CONCRETE SIDEWALK (4" THICK)

(A) - INSTALL CURB RAMP CR-C WITH DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002

(B) - INSTALL CURB RAMP CR-D WITH DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002

(C) - INSTALL CURB RAMP CR-L WITH DETECTABLE WARNING SURFACE PER FDOT STANDARD PLANS INDEX 522-002

SIGNING AND PAVEMENT MARKING NOTES

1. ALL SIGNING AND PAVEMENT MARKING SHALL CONFORM TO THE FDOT FY 2026-27 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, DIVISIONS II AND III OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED FY 2026-27, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 11TH EDITION INCLUDING R1 AND R2, INCLUDING ANY REVISIONS OF THE AFOREMENTIONED MANUALS.
2. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH UTILITIES, DRIVEWAYS, CURB CUT RAMPS, EXISTING FEATURES, ETC. SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 700-101. WARNING SIGN LOCATION CHANGES MUST BE APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD ADJUST THE LOCATION OF ANY SIGN TO ENSURE PROPER VISIBILITY.
3. ALL FINAL PAVEMENT MARKINGS ON STREETS SHALL BE THERMOPLASTIC. THERMOPLASTIC MATERIALS, RETROREFLECTIVITY STANDARDS AND RPM'S SHALL BE AS PROVIDED IN DIVISIONS II AND III OF FDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED FY 2026-27.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ITEMS BEING MODIFIED WHICH ARE NOT DETAILED IN THE FDOT STANDARD PLANS.
5. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE WITHIN 5 FEET OF A PROPOSED SIGN'S FOUNDATION, THE CONTRACTOR SHALL HAND DIG THE FIRST 5 FEET.
6. EXISTING SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED IN PLANS.
7. STOP SIGNS ALONG S.E. MARICAMP/SR 464 SHALL REMAIN FUNCTIONAL UNTIL SUCH TIME AS THE SIGNAL IS FULLY OPERATIONAL AND ACCEPTED BY THE MAINTAINING AGENCY

No.	REVISIONS	DATE	BY
	BID SET - NOT FOR CONSTRUCTION	-	-

Kimley»Horn
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PHONE: 352-438-3000
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LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE: ——

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

SIGNING & MARKING PLAN

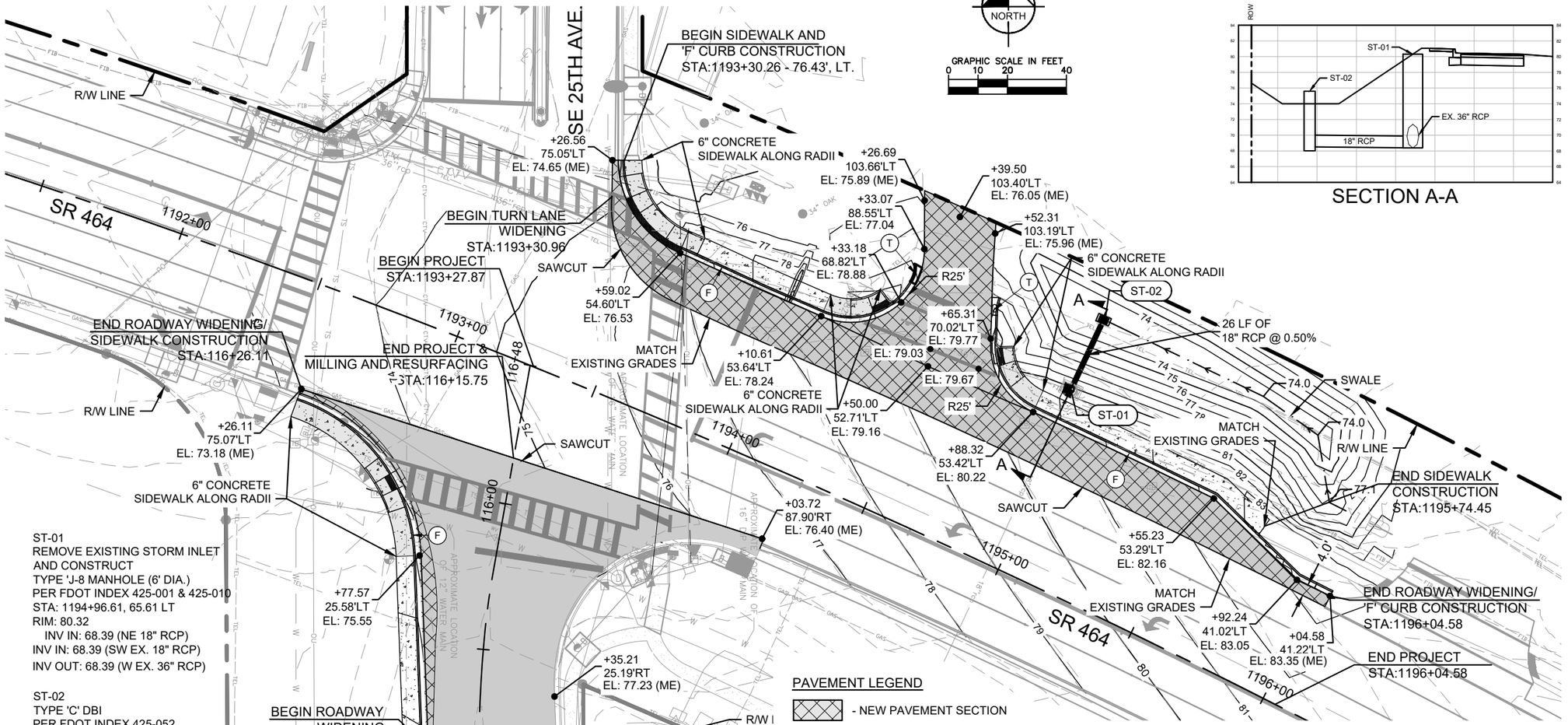
SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C008

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PAVEMENT LEGEND

- NEW PAVEMENT SECTION
- MILL 1" & RESURFACE W/1" SP-9.5 STRUCTURAL COURSE
- CONCRETE SIDEWALK (4" THICK)
- CONCRETE SIDEWALK (6" THICK)

CURB LEGEND

(F) - TYPE 'F' CURB, PER FDOT INDEX 520-001

(T) - FLARED END , PER FDOT INDEX 520-001

LEGEND

(ST-XX) - STORM DRAINAGE STRUCTURE LABEL

- PROPOSED TYPE 'D' STORM INLET
- PROPOSED STORM PIPE
- 80 - EXISTING CONTOURS

SITE NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL AGENCY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. PRIOR TO CONSTRUCTION WITHIN ANY EXISTING PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE AUTHORITY HAVING JURISDICTION.
3. NO LANE CLOSURES EASTBOUND ON SR 464 BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM. NO LANE CLOSURES WESTBOUND ON SR 464 BETWEEN THE HOURS OF 6:00 AM AND 6:00 PM.
4. ALL ACCESSIBLE ROUTES, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
5. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA) EXIST ALONG SIDEWALKS, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.00 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.00 PERCENT.

STORM NOTES:

1. ALL GRADES ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE INDICATED.
2. STORM PIPE MATERIALS SHALL BE AS NOTED AS RCP, AND CONFORM WITH THE LATEST EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. ALL EXISTING STORM STRUCTURE TOPS SHALL BE ADJUSTED TO PROPOSED GRADES AS NEEDED.

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72294
DATE:

KHA PROJECT	142911006
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	DSC
CHECKED BY	ALG

GRADING & DRAINAGE PLAN

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C009

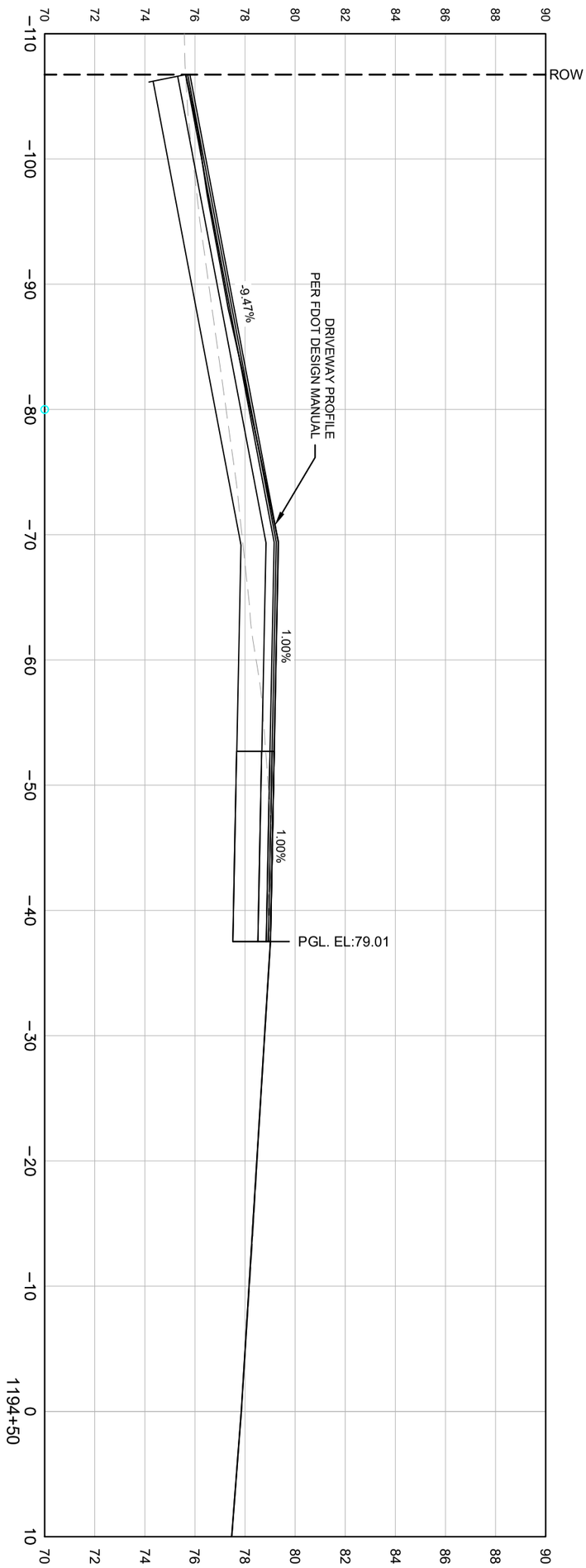
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K:\OCA_Civil\142911006-Legends at Maricamp Off-Site Impr\CAD\PlanSheets\INTERSECTION PLANS\C010 CROSS SECTIONS.dwg, Layout:C010 CROSS SECTIONS Apr 01, 2026
XREFS: xBorder-Signal-142911006 kh-address-oca DrawingData xCorridor-Signal-142911006

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SCALE AS SHOWN
1" = 10' HORIZ.
1" = 5' VERT.

SHEET NUMBER C010

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

CROSS SECTIONS

KHA PROJECT	142911006
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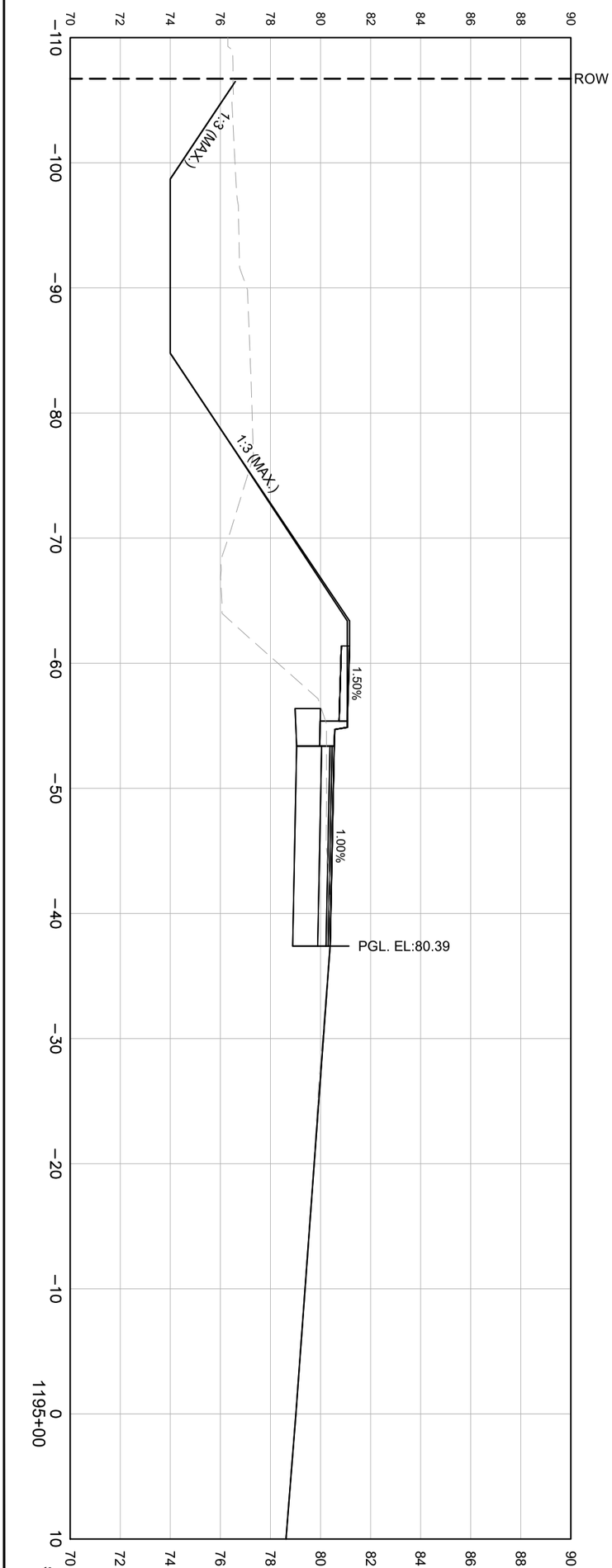
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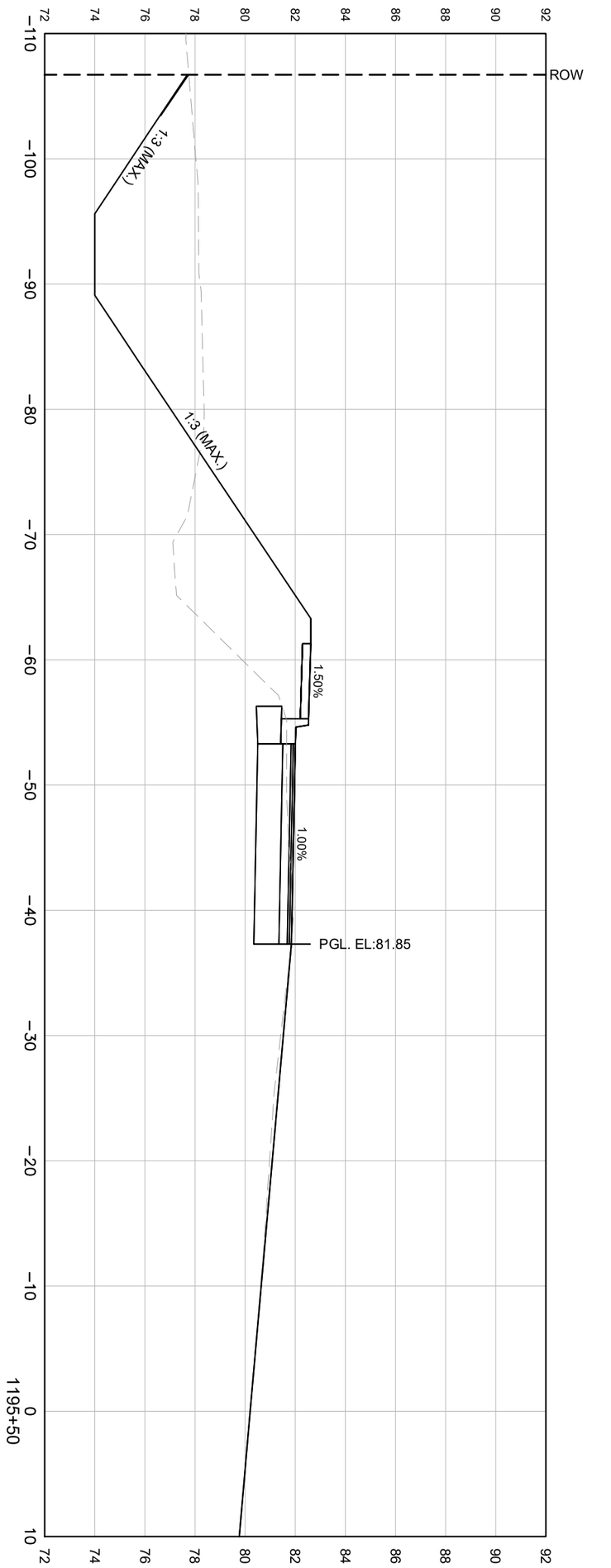
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XREFS: xBorder-Signal-142911006 kh-address-oca DrawingData xCorridor-Signal-142911006

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1" = 5' VERT.

SHEET NUMBER C011

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

CROSS SECTIONS

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SCALE	AS SHOWN
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONDUIT BY DIRECTIONAL DRILL (DESIGNED AND INSTALLED BY OEU)

NEW POLE W/ 3-PHASE SLACK SPAN TO EXISTING POLE "J139" (DESIGNED AND INSTALLED BY OEU)

R/W LINE

EXISTING 3-PHASE CONDUCTORS (TO REMAIN)

CONTRACTOR IS TO LOCATE AND PROTECT IN PLACE ALL UNDERGROUND FIBER UTILITY

NEW LUMINAIRE TO BE FURNISHED BY OCALA ELECTRIC UTILITY FOR CONTRACTOR TO INSTALL ON NEW STRAIN POLE

CONTRACTOR IS TO CONTACT TECO UTILITY COORDINATOR DAVE RICHARDS AT 352-400-2138, 72 HOURS PRIOR TO EXCAVATION NEAR GAS LINE TO ARRANGE A CONSTRUCTION WATCH

EXISTING OVERHEAD CONDUCTORS FROM POLE "J139" TO "J140" ALONG WITH POLE "J140" TO BE REMOVED (BY OEU)

CONTRACTOR IS TO CONTACT THE LUMEN ENGINEER AT 352-401-6555 PRIOR TO CONSTRUCTION FOR COORDINATION

UTILITIES TO BE RELOCATED BY LUMEN

CONTRACTOR IS TO LOCATE AND PROTECT IN PLACE ALL UNDERGROUND FIBER UTILITY

ADJUST WATER MAIN VALVE BOX TO FINAL GRADE

ADJUST WATER MAIN VALVE BOX TO FINAL GRADE

APPROXIMATE LOCATION OF 12" WATER MAIN

S.E. 25TH AVENUE

CURB INLET
THROAT = 80.58
SW INV = 75.64
NE INV = 73.08
SE INV = 75.53

1192+00 1193+00 1194+00 1195+00 1196+00 1197+00 1165+00 1167+48 1168+00 +00

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UTILITY PLAN

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
C012

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(0.10 MI)	611-1	(1 LS) 102-107-1
(1EA)	611-2-1	
(1 LS)	633-6	
(1 PI)	634-4-153	
(3 EA)	635-2-11	(1HV, 1LV, 1SPARE)
(1 AS)	639-1-420	
(50 LF)	639-2-1	
(1 EA)	641-2-11	
(1 EA)	641-2-17	
(3 EA)	660-1-110	
(1 EA)	685-2-1	
(1 EA)	715-5-30	

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

EXISTING DETECTION LOOPS INSTALLED WITH PROJECT 441141-1-52-01 ARE TO REMAIN

R/W LINE

EXISTING PED POLE (TO REMAIN)

POLE 1-1
STA: 1192+42.97
OFF: 57.99, LT.

SE 25TH AVE.

PED. POLE P2
RELOCATE FROM
STA: 1193+43.53, 61.42' LT TO
STA: 1193+45.57, 67.81' LT
646-1-40 (1 EA)
630-2-12 (98 LF)
4 RUNS; 1 HV; 1 LV; 1 LOOP; 1 SPARE

POLE 1-2
STA: 1193+51.76
OFF: 71.83, LT.

PED. POLE P4
RELOCATE FROM
STA: 1193+60.11, 48.18' LT TO
STA: 1193+56.43, 63.79' LT
646-1-40 (1 EA)
630-2-11 (35 LF)
1 RUN OF 3" (LIGHTING)
(2 #6 CKT, F-1, 1 #6 GRD.)

EXISTING CONTROLLER AND PULL BOXES TO REMAIN
632-7-1 (1 PI)
670-5-710 (1 AS)
630-2-12 (25 LF)

PROPOSED SPAN 1

630-2-11 (25 LF)
4 RUNS; 2 HV; 1 LV, POWER

635-2-11 (1 EA)

RELOCATE EXISTING OVERHEAD LIGHT
715-68-000 (1EA)

SR 464
1192+00
150'

(10 LF) 630-2-11
3 RUNS; 1 HV; 1 LV, LOOPS
ADJUST EXISTING FIBER OPTIC SPLICE VAULT TO GRADE
(10 LF) 630-2-11
3 RUNS; 1 HV; 1 LV, LOOPS
(1 EA) 641-2-80

BEGIN PROJECT
STA:1193+27.87

1193+00

635-2-11 (1 EA)

CONTRACTOR SHALL REPLACE THE EXISTING LOOP HOME RUNS FOR PHASE 1,6,8,AND 3 IF DAMAGED DURING RESURFACING.

EXISTING SPAN 4

EXISTING DETECTION LOOPS INSTALLED WITH PROJECT 441141-1-52-01 ARE TO REMAIN

END PROJECT
STA:116+13.52

116+48

(128 LF) 630-2-12
4 RUNS; 1 HV; 1 LV; 1 LOOP; 1 SPARE

660-2-106
4 AS (TYP.)

L-2RA
L-2A
L-2B
L-5A

1194+00

630-2-12 (104 LF)
2 RUNS OF 3" (LIGHTING)

630-2-12 (150 LF)
1 RUN (LOOPS)

635-2-11 (1 EA)

R/W LINE

630-2-12 (180 LF)
1 RUN (LOOPS)

R/W LINE
EXISTING PED POLE (TO REMAIN)

POLE 1-4
STA: 1192+66.61
OFF: 50.33, RT.

PED. POLE P6
RELOCATE FROM
STA: 1192+89.89, 54.22' RT TO
STA: 1192+93.07, 59.06' RT
646-1-40 (1 EA)

EXISTING SPAN 3

PROPOSED SPAN 2

116+00

L-4A
L-4RA

660-2-102
4 AS (TYP.)

L-2RB
L-2C
L-2D
L-5B

1195+00

SR 464

SPLICE THE LOOP WIRE TO THE LOOP LEAD-IN CABLE IN EXISTING PULL BOX

POLE 1-3
STA: 1194+03.38
OFF: 42.66, RT.

EXISTING PED POLES (TO REMAIN)

SPLICE THE LOOP WIRE TO THE LOOP LEAD-IN CABLE IN EXISTING PULL BOX

660-2-106
3 AS (TYP.)

660-2-102
3 AS (TYP.)

APPROXIMATE LOCATION OF 12" WATER MAIN

END PROJECT
STA:1196+04.64

1196+00

L-2E
L-2F

1197+00

R/W LINE

SE 25TH AVE.

115+00

L-4B
L-4RB

S.E. 25TH AVENUE

SPLICE THE LOOP WIRE TO THE LOOP LEAD-IN CABLE IN EXISTING PULL BOX

R/W LINE

CURB INLET
THROAT = 80.58
SW INV = 75.64
NE INV = 73.08
SE INV = 75.53

BEGIN PROJECT
STA:114+09.69

114+00

No.	REVISIONS	DATE	BY
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KHA PROJECT 142911006			
DATE APRIL 2026			
SCALE AS SHOWN	DESIGNED BY	KHA	
	DRAWN BY	DSC	
	CHECKED BY	ALG	

SIGNALIZATION PLAN

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS

PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
T-1

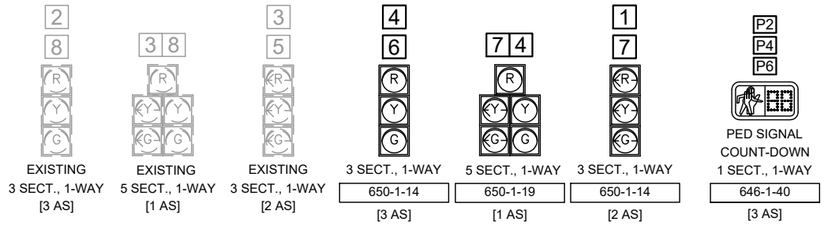
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K:\OCA_Civil\142911006\Logistics\ at Mercury OS-Stu Ins\OCP\Sht\Sheet\INTERSECTION PLANS\T-1 SIGNALIZATION PLAN.dwg, Layout:T-1 SIGNALIZATION PLAN Apr 01, 2026 09:57:37 AM User:jack.ellis Xrefs:xr-142911006 xbase-cityga-142911006 xbase-cityga-142911006 xc-sidewalk xc-sidewalk xbase-142911006

CONTROLLER TIMINGS									
	TIMING FUNCTION	1	2	3	4	5	6	7	8
TIMING FUNCTION	MOVEMENT NUMBER	1	2	3	4	5	6	7	8
	YELLOW CLEARANCE	-	-	-	-	-	-	-	-
	ALL RED	-	-	-	-	-	-	-	-
	PEDESTRIAN WALK	-	7	-	7	-	-	-	-
	PED. CLEARANCE	-	26	-	30	-	-	-	-

NOTE: EXISTING TIMINGS TO BE MAINTAINED, APART FROM THOSE SHOWN IN THE TABLE

SIGNAL HEAD DETAILS



EXISTING 3 SECT., 1-WAY [3 AS]

EXISTING 5 SECT., 1-WAY [1 AS]

EXISTING 3 SECT., 1-WAY [2 AS]

3 SECT., 1-WAY 650-1-14 [3 AS]

5 SECT., 1-WAY 650-1-19 [1 AS]

3 SECT., 1-WAY 650-1-14 [2 AS]

PED SIGNAL COUNT-DOWN 1 SECT., 1-WAY 646-1-40 [3 AS]

B



R10-3i
9" x 18"
2 EA
TO BE INCLUDED IN THE COST OF PAY ITEMS 646-1-40

C



R10-3i
9" x 18"
1 EA
TO BE INCLUDED IN THE COST OF PAY ITEMS 646-1-40

NOTES:

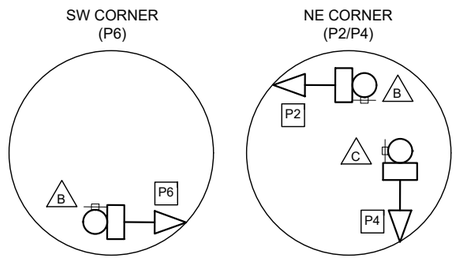
1. DOCUMENT TIMINGS IN EXISTING CONTROLLER.
2. EXISTING TRAFFIC SIGNAL TIMINGS TO REMAIN UNLESS OTHERWISE NOTED. SEE CONTROLLER TIMINGS CHART FOR PROPOSED CONTROLLER TIMING ADJUSTMENTS.
3. MAJOR STREET IS SR 464 (POSTED SPEED: 45 MPH).
4. MINOR STREET IS SE 25TH STREET (POSTED SPEED: 30).
5. SIGNAL OPERATING PLAN SHALL BE SOP 9 AS SHOWN.
6. FLASHING OPERATION: SIGNAL HEADS 2 AND 6 YELLOW, ALL OTHERS RED.
7. ALL EXISTING SIGNAL AND ITS EQUIPMENT ON POLE 1-2 TO BE RELOCATED TO NEW POLE.
8. ALL EXISTING SIGNAL AND ITS EQUIPMENT ON POLES 1-1, 1-3, 1-4 TO REMAIN.

A

SE 17th ST

INTERNALLY ILLUMINATED OVERHEAD SIGN
DOUBLE-SIDED
700-5-50
[1 EA]

PED POLE DETAILS
N.T.S.



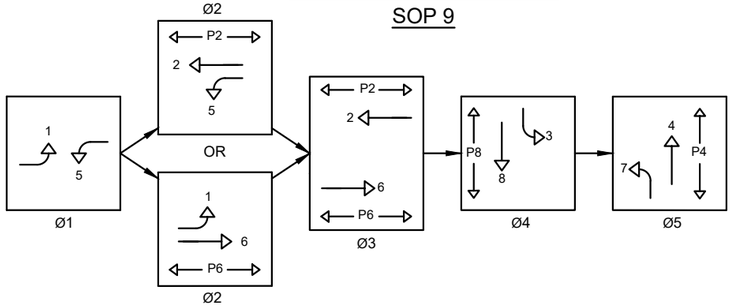
PED SIGN DETAILS
N.T.S.

SPAN TABULATION

POLE ID	SPAN	CROWN ELEV.	SPAN LENGTH (ft)	BACK-PLATES (Y/N)	SIGNAL DATA DISTANCE FROM POLE (D#) / NUMBER OF SECTIONS (S)									SIGN DATA DISTANCE FROM POLE (D#) / HEIGHT (H) / WIDTH (W)					
					POLE	D1 (ft)	S	D2 (ft)	S	D3 (ft)	S	D4 (ft)	S	D1 (ft)	H	W	D2 (ft)	H	W
*1-1	1	75.11'	111	Y	1-2	27.5	3	39.8	5	50.8	3	-	-	-	-	-	-	-	-
1-2																			
1-2	2	76.86'	124	Y	1-3	23.1	3	36.1	3	51.0	3	-	-	-	-	-	-	-	-
*1-3																			
*1-3	*3	75.88'	±133	-	1-4	*42.7	*3	*58.0	*5	*68.7	*3	-	-	-	-	-	-	-	-
*1-4																			
*1-4	*4	73.72'	±109	-	1-1	*26.1	*3	*39.5	*3	*50.1	*3	-	-	-	-	-	-	-	-
*1-1																			

* STRAIN POLES, SPAN, AND SIGNAL FIXTURES ARE EXISTING AND TO REMAIN

SIGNAL OPERATING PLAN
SOP 9



DETECTOR	DETECTOR ID	BIU NO.	CARD NO.	CHANNEL NO.	DIRECTION	DELAY SEC.	DETECTOR SYSTEM	DETECTOR TYPE	APP. SPEED MPH	LANE NO.	ZONE SIZE	DISTANCE TO STOP BAR	MOVEMENT TYPE
L-4RA	XXXXX09	1	5	1	NBR	10	LOOPS	SBP	30	*	6'X 40'	-2	R
L-4RB	XXXXX10			2	NBR		LOOPS	ACS/AS	30	*	6'X 6'	90	R
L-4A	XXXXX11		6	1	NBT		LOOPS	SBP	30	*	6'X 40'	-2	TL
L-4B	XXXXX12			2	NBT		LOOPS	ACS/AS	30	*	6'X 6'	90	TL
L-7A	XXXXX13		7	1	NBL		LOOPS	SBP	30	*	6'X 40'	-2	L
L-7B	XXXXX14			2	NBL		LOOPS	ACS/AS	30	*	6'X 6'	90	L
L-2RA	XXXXX35	3	18	1	WBR	10	LOOPS	SBP	45	*	6'X 40'	-2	R
L-2RB	XXXXX36			2	WBR		LOOPS	ACS/AS	45	*	6'X 6'	150	R

LEGEND:
ACS = ADVANCE COUNT SENSOR
AB = ADVANCE SPEED
SBP = STOP BAR PRESENCE
DZ = DETECTION ZONE
L = LEFT
R = RIGHT
T = THROUGH
TL = THROUGH-LEFT

* CONFIRM LANE NUMBERS WITH THE CITY OF OCALA DURING CONSTRUCTION.

NOTE:
1. DISTANCE TO STOP BAR IS MEASURED FROM FRONT OF DETECTION LOOP.

2. ONLY ADDED AND MODIFIED DETECTORS CHANNELS ARE SHOWN. ALL OTHER EXISTING DETECTOR CHANNELS TO BE MAINTAINED.

3. NOT ALL 64 DETECTOR CHANNELS ARE SHOWN. CHANNELS NOT SHOWN SHALL BE AS PROGRAMMED IN EXISTING CONDITIONS OR LEFT AS SPARES.

CONTRACTOR WILL BE REQUIRED TO HAVE AN I.M.S.A. LEVEL II SIGNAL TECHNICIAN ON SITE THROUGH ALL PHASES OF CONSTRUCTION AND ON CALL WITH A 2-HOUR MAXIMUM RESPONSE TIME.

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SIGNALIZATION PLAN

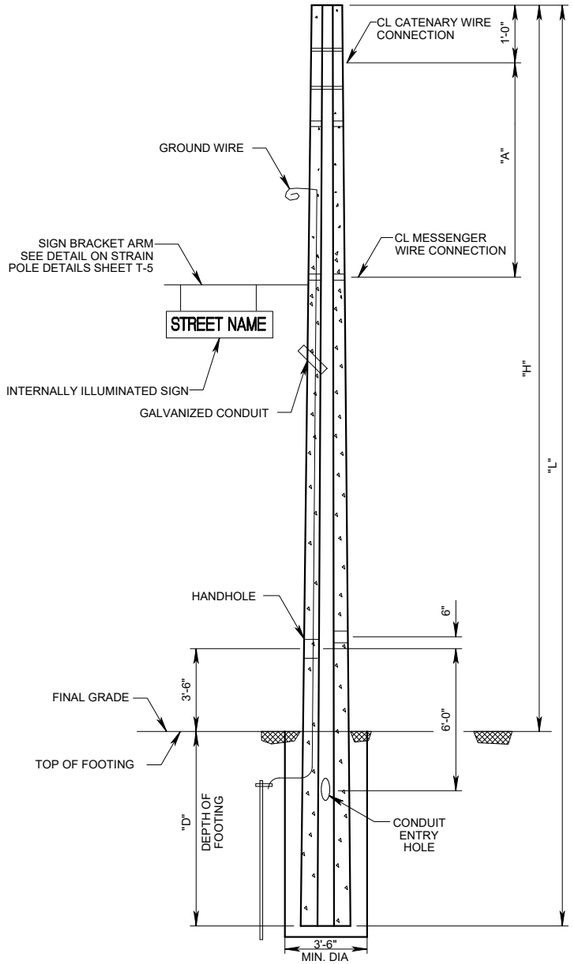
SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
T-1A

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DETAIL OF PRESTRESSED CONCRETE
STRAIN POLES TYPE P-VII
(SEE INDEX 641-010 FOR POLE DETAILS)

STRAIN POLE SCHEDULE

POLE ID	SHEET NO.	POLE LOCATION				POLE TYPE	POLE LENGTH (L)	POLE HEIGHT (H)	DEPTH (D)	DIMENSION (A)	CROWN ELEVATION		FINAL GRADE	CATENARY WIRE DIA. (IN.) / GRADE	MESSENGER WIRE DIA. (IN.) / GRADE
		STATION #	OFFSET	NORTHING	EASTING						POLE	ELEVATION			
*1-1	T-1	*1192+42.97	*57.99, LT	*	*	*P-VII	*46'	*33.9'	*12.1'	*7.7'	1-1	75.1'	-	0.375" / UTILITY GRADE	0.375" / UTILITY GRADE
											1-2		75.0'		
1-2	T-1	1193+51.76	71.83, LT	1758525.0503	623277.5715	P-VII	48'	35.0'	13.0'	7.75'	1-2	76.9'	75.0'	0.375" / UTILITY GRADE	0.375" / UTILITY GRADE
											1-3		-		
*1-3	T-1	*1194+03.38	*42.66, RT	*	*	*P-VII	*44'	*31.0'	*13.0'	*7.7'	1-3	-	-	0.375" / UTILITY GRADE	0.375" / UTILITY GRADE
											1-4		-		
*1-4	T-1	*1192+66.61	*50.33, RT	*	*	*P-VII	*46'	*33.8'	*12.2'	*7.7'	1-4	-	-	0.375" / UTILITY GRADE	0.375" / UTILITY GRADE
											1-1		-		

* DENOTES EXISTING POLE TO REMAIN

GENERAL NOTES:

1. THIS DESIGN IS FOR SPAN WIRE ASSEMBLY WITH TWO-POINT ATTACHMENTS. INSTALLATION SHALL BE IN ACCORDANCE WITH THE FY 2026-27 EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. FOUNDATION NOTES:
   1) DESIGN BASED ON INFORMATION PROVIDED IN THE SIGNED GEOTECHNICAL REPORT PROVIDED BY GEOTECH, INC, DATED APRIL 26, 2023. (PROJECT # 23-7154.04.1)
      POLE 1-1
      SOIL FRICTION ANGLE = 28°
      EFFECTIVE UNIT WEIGHT = 37.6 PCF

      POLE 1-2
      SOIL FRICTION ANGLE = 28.2°
      EFFECTIVE UNIT WEIGHT = 44.2 PCF

      POLE 1-3
      SOIL FRICTION ANGLE = 29.1°
      EFFECTIVE UNIT WEIGHT = 43.8 PCF

      POLE 1-4
      SOIL FRICTION ANGLE = 29.4°
      EFFECTIVE UNIT WEIGHT = 44.0 PCF

3. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.

4. PRESTRESSED CONCRETE STRAIN POLES SHALL BE CONSTRUCTED WITH A CONCRETE FOOTING AS PER SECTION 641-4.2.

5. WORK THIS SHEET WITH THE FDOT FY 2026-27 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, WITH APPLICABLE DESIGN STANDARD MODIFICATIONS. SEE INDEX 641-010 FOR CONCRETE POLES AND 634-001 FOR SIGN CABLE AND SPAN WIRE INSTALLATION DETAILS.

6. DESIGN WIND SPEED = 140 MPH

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
200 SOUTH ORANGE AVENUE, SUITE 600, ORLANDO, FLORIDA 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
NOLAN BRYANT VILLATORO, P.E.
FLORIDA LICENSE NUMBER 93862
DATE:

KHA PROJECT 142911006
DATE APRIL 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

STRAIN POLE SCHEDULE

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
T-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

K:\OCA_Civil\142911006-Approvs at Mpt\comp DR\Sht Imp\CADD\Plan Sheets\INTERSECTION PLANS\T-2 STRAIN POLE SCHEDULE.dwg, Layout: T-2 STRAIN POLE SCHEDULE Apr 01, 2026 - 8:44:37 am, DanaEdcourtney

K:\OCA_Civil\142911006-Legends at Maricamp Off-Site Imp\CADD\Sheets\INTERSECTION PLANS\T-3 SIGNAL SOIL BORINGS.dwg, Layout:T-3 SIGNAL SOIL BORINGS Apr 01, 2026
XREFS: xBorden-Signal-142911006 Mr-address-oca Drawing Data

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TRIMCOR CONSTRUCTION OF FLORIDA, LLC

LEGENDS AT MARICAMP DEVELOPMENT
SE MARICAMP ROAD
OCALA, FLORIDA

BORING LOCATION MAP

PROJECT NO. 23-7154.04.1

SCALE: N.T.S.

DATE: 4-25-13

FIGURE: 1

GEO-TECH, INC.
■GEOTECHNICAL ■ENVIRONMENTAL
■CONSTRUCTION MATERIALS TESTING ■GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

SHEET NUMBER T-3

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SIGNAL SOIL BORINGS

KHA PROJECT 142911006
DATE APRIL 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER 72294
DATE: ____

Kimley»Horn
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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

No.	REVISIONS	DATE	BY
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Log of Borehole: SPT-01

Project: LEGENDS AT MARICAMP DEVELOPMENT, SE MARICMP RD
Project No: 23-7154.04.1
Boring Location: (SEE BORING LOCATION MAP)
Engineer: NJH/CAH
Client: TRIMCOR CONSTRUCTION OF FLORIDA, LLC
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
0		Ground Surface		0.0				
1–5		**FINE SAND** BROWN FINE SAND (SP)	HAND AUGERED POSSIBLE UTILITIES					
6–7			LOOSE		1		5	5
8–9			LOOSE		2		4	4
10–13				13.5				
14–18		**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC)	MEDIUM DENSE		3		11	11
				18.5				
19–23		**SLIGHTLY SANDY CLAY** GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH)	STIFF		4		10	10
24–28			MEDIUM STIFF		5		8	8
29			VERY STIFF	30.0	6		19	19
30–32		End of Borehole						

Ground Water Depth: GREATER THAN 10.0 FEET
Drill Date: APRIL 25, 2023
Drilled By: CC/CM/WH/LE
Drill Method: ASTM D-1586
Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW
Soil Profile : 8 OF 11

Log of Borehole: SPT-02

Project: LEGENDS AT MARICAMP DEVELOPMENT, SE MARICMP RD
Project No: 23-7154.04.1
Boring Location: (SEE BORING LOCATION MAP)
Engineer: NJH/CAH
Client: TRIMCOR CONSTRUCTION OF FLORIDA, LLC
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
0		Ground Surface		0.0				
1–4		**FINE SAND** BROWN FINE SAND (SP)	HAND AUGERED POSSIBLE UTILITIES					
5				5.0				
6–7		**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC)	MEDIUM DENSE		1		11	11
8–9			MEDIUM DENSE		2		17	17
10–13								
14–18			MEDIUM DENSE		3		21	21
				18.5				
19–23		**SLIGHTLY SANDY CLAY** GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH)	VERY STIFF		4		17	17
24–28			STIFF		5		12	12
29			STIFF	30.0	6		12	12
30–32		End of Borehole						

Ground Water Depth: GREATER THAN 10.0 FEET
Drill Date: APRIL 24, 2023
Drilled By: CC/CM/WH/LE
Drill Method: ASTM D-1586
Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW
Soil Profile : 9 OF 11

No.	REVISIONS	DATE	BY
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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER 72294
DATE:

KHA PROJECT 142911006
DATE APRIL 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG

SIGNAL SOIL BORINGS

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
T-4

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K:\OCA_Civil\142911000-Legends at Maricamp DR-Site Imp\CADD\Plan Sheets\INTERSECTION PLANS\T-5 SIGNAL SOIL BORINGS.dwg, Layout:T-4 SIGNAL SOIL BORINGS Apr 01, 2026

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Log of Borehole: SPT-03

Project: LEGENDS AT MARICAMP DEVELOPMENT, SE MARICMP RD
Project No: 23-7154.04.1
Boring Location: (SEE BORING LOCATION MAP)
Engineer: NJH/CAH
Client: TRIMCOR CONSTRUCTION OF FLORIDA, LLC
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
0		Ground Surface		0.0				
0–6		**FINE SAND** BROWN FINE SAND (SP)	HAND AUGERED POSSIBLE UTILITIES					
6–13.5		**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC)	MEDIUM DENSE	6.0	1		10	10
			MEDIUM DENSE		2		21	21
13.5–28.5		**SLIGHTLY SANDY CLAY** GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH)	VERY STIFF	13.5	3		18	18
			VERY STIFF		4		17	17
			STIFF		5		14	14
28.5–30		**LIMESTONE** LIGHT BROWN LIMESTONE	50 BLOWS - 5"	28.5	6		50	50
30		End of Borehole		30.0				

Ground Water Depth: GREATER THAN 10.0 FEET
Drill Date: APRIL 24, 2023
Drilled By: CC/CM/WH/LE
Drill Method: ASTM D-1586
Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW
Soil Profile : 10 OF 11

Log of Borehole: SPT-04

Project: LEGENDS AT MARICAMP DEVELOPMENT, SE MARICMP RD
Project No: 23-7154.04.1
Boring Location: (SEE BORING LOCATION MAP)
Engineer: NJH/CAH
Client: TRIMCOR CONSTRUCTION OF FLORIDA, LLC
Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test N-Values (0 20 40 60 80 100)
0		Ground Surface		0.0				
0–2		**FINE SAND** BROWN FINE SAND (SP)	HAND AUGERED POSSIBLE UTILITIES					
2–23.5		**CLAYEY SAND** YELLOWISH BROWN CLAYEY SAND (SC)	LOOSE	2.0	1		7	7
			MEDIUM DENSE		2		13	13
			MEDIUM DENSE		3		20	20
			MEDIUM DENSE		4		24	24
23.5–30		**SLIGHTLY SANDY CLAY** GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH)	STIFF	23.5	5		13	13
			VERY STIFF		6		19	19
30		End of Borehole		30.0				

Ground Water Depth: GREATER THAN 10.0 FEET
Drill Date: APRIL 24, 2023
Drilled By: CC/CM/WH/LE
Drill Method: ASTM D-1586
Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW
Soil Profile : 11 OF 11

No.	REVISIONS	DATE	BY
1	BID SET - NOT FOR CONSTRUCTION	-	-

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LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER 72294
DATE:

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
142911006	APRIL 2026	AS SHOWN	KHA	DSC	ALG

SIGNAL SOIL BORINGS

SR 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENTS
PREPARED FOR
CITY OF OCALA
CITY OF OCALA FLORIDA

SHEET NUMBER
T-5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

File #: BR-2026-146 Agenda Item #: 10g.

Submitted By: Noel Cooper

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Budget Resolution 2026-146 to amend the Fiscal Year 2025-26 budget to accept and appropriate grant funds from the Florida Department of Transportation in the amount of $579,922

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The proposed State-Funded Grant Agreement (SFGA) FPN 456984-1-54-01 addresses the construction of safety and operational improvements at the intersection of State Road (SR) 464 and SE 25th Avenue, as approved in the Fiscal Year 2025- 26 Capital Improvement Plan.

The scope of the grant project includes minor widening and reconstruction of the south leg of the intersection to allow the northbound intersection approach of SE 25th Avenue at SR 464 to have a left-turn lane, shared left-turn lane/through lane, and a dedicated right-turn lane. In addition, an exclusive westbound right-turn lane and marked bike lane will be added on SR 464, along with signal retiming for the intersection.

The total estimated construction cost of the SFGA project is $773,230, and the Florida Department of Transportation (FDOT) agrees to reimburse the City an amount not to exceed $579,922. The City's match is $193,308, which is included in the current year budget. The City also agrees to bear all expenses in excess of the FDOT's participation.

FINDINGS AND CONCLUSIONS:
A budget resolution is needed to appropriate the grant funds associated with the project.

FISCAL IMPACT:

Funding for this project will be appropriated in the following accounts:

091-050-260-541-69-65010 FDOT Grant (construction)	$579,922
091-020-260-541-69-65010 City Funds (construction)	$193,308
TOTAL	**$773,230**

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-146

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE STATE ROAD 464 AND SE 25TH AVENUE INTERSECTION IMPROVEMENT PROJECT IN THE AMOUNT OF $579,922

WHEREAS, the State of Florida Department of Transportation and the City of Ocala desire to facilitate the State Road 464 and SE 25th Avenue Intersection Improvement project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Ocala to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project FPN 456984-1-54-01; and

WHEREAS, the State of Florida Department of Transportation will contribute $579,922 to the project, and the City will match $193,308, which is available in the current year budget.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended to accept and appropriate grant funding from the State of Florida Department of Transportation as outlined below:

SOURCE:

091-334-000-000-09-33487	FDOT	$579,922

USE:

091-050-260-541-69-65010 Construction in Progress $579,922

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

STATE-FUNDED GRANT AGREEMENT

FPN: 456984-1-54-01	Fund: EM26	FLAIR Category: 088862
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 456984-1-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 36	Contract No:	Vendor No: F596000392002

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and the City of Ocala, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriation 1871A of Ch. 205-198 , Laws of Florida , Local Transportation Projects, (ALN55.039)

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the SR 464 & SE 25th Avenue Intersection Improvement project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before November 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $773,230.00 (Seven Hundred Seventy-Three Thousand Two Hundred Thirty Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $579,922.00 (Five Hundred Seventy-Nine Thousand Nine Hundred Twenty-two Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed "percentage to be determined based on the final contract amount"% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit M, Exhibit N

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit M, Exhibit N
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF OCALA

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 456984-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Ocala (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The State Road 464 and Southeast 25th Avenue Intersection Improvements project is with the City of Ocala (Recipient) and includes safety and operational improvements. The project limits extend from MP: 3.444 to MP: 3.516 on SR 464 (Roadway ID: 36004000) and from MP: 0.050 to MP: 0.097 on SE 25th Avenue (Roadway ID: 36900003) for an approximate total project length of 0.119 miles (629 feet).

The project scope involves minor widening and reconstruction of the south leg of the intersection to allow the northbound intersection approach of SE 25th Avenue at SR 464 to have a left-turn lane, shared left-turn lane/through lane and a dedicated right-turn lane. In addition, an exclusive westbound right turn lane on SR 464 and marked bike lane will be added at SE 25th Avenue along with signal retiming for the intersection.

Proposed improvements are primarily within the FDOT right-of-way (ROW) and include roadway modifications, sidewalk improvements, signing and pavement markings, signalization, drainage and lighting. Other construction elements include mobilization, maintenance of traffic, erosion control, removal of existing concrete, clearing and grubbing, milling and resurfacing, detector loops, concrete strain pole, concrete pedestrian pole, pedestrian signal modifications, internally illuminated signs, traffic controller assembly modifications, conduit, signal cable, span wire assembly, pull and splice boxes, electrical power service and service wire, vehicular traffic signals earthwork (regular excavation and embankment), driveway improvements, detectable warnings, and sod.

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. Roadway lighting will be included with this project and completed by the Contractor. The City of Ocala (Recipient) has received a permit exemption from the Water Management District. No right-of-way acquisition is needed for the project. The project shall be constructed within the limits of the existing FDOT and City right-of-way or easements.

For the on-system improvements, FDOT will maintain the improvements within the FDOT ROW. FDOT will not maintain the pavement and sidewalks behind the crosswalks on the north and south side of the intersection. The City of Ocala (Recipient) will be maintaining the traffic signal. Neither FDOT nor the City will maintain the driveway east of SE 25th Avenue as that is private property.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Notice to Proceed (NTP) to advertise must be requested from D5.LocalPrograms@dot.state.fl.us prior to advertisement. As-builts need to be prepared in accordance with CPAM Section 5.

Before beginning Construction, you must request Notice to Proceed from D5.LocalPrograms@dot.state.fl.us. Please provide a copy of the executed construction contract and the signed letter certifying the Right-of-Way/CCNA requirements when requesting the Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5.LocalPrograms@dot.state.fl.us.

In accordance with Exhibit O, Section 1.m, for projects involving construction on, under, or over the Department's right-of-way, the Recipient shall schedule a joint on site review/final walk-thru with FDOT when construction is substantially complete and no less than 2 weeks prior to the scheduled final completion. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by August 21, 2026.
b) Construction Duration of 240 days.
c) Construction to be completed (Final Acceptance) by July 12, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Section 8.b is modified as follows: The Recipient shall provide the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the project has been obtained. Certification is required prior to the Department issuing a notice-to-proceed with construction of the Project to the Recipient. In the event all required right-of-way for the Project has not been acquired at the time the Recipient desires to commence construction, a phased notice-to-proceed approach shall be utilized. The Department shall issue notice-to-proceed for construction within the Project limits for which the Recipient can provide certification. A subsequent request(s) for notice-to-proceed may be submitted by the Recipient as additional right-of-way is acquired and certified.

Per the approved appropriation application, the Recipient has committed a Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount – based on the requirements of the approved appropriation. In the event the final Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Ocala 1805 NE 30th Ave, Bldg. 300 Ocala, Florida 34470	456984-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025-2026**	Maximum Department Participation (Local Transportation Projects)	$773,230.00	$193,308.00	$579,922.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$773,230.00 %	$193,308.00 %	$579,922.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$773,230.00	$193,308.00	$579,922.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF OCALA

PROJECT DESCRIPTION: SR 464 & SE 25th Avenue Intersection Improvement

FPID#: 456984-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Projects, (ALN 55.039)

***Award Amount:** $579,922.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"
TRAFFIC SIGNAL MAINTENANCE

Paragraph 11 is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

File #: BR-2026-147 Agenda Item #: 10h.

Submitted By: Misty Davis

Presentation By: Janice Mitchell

Department: Finance

STAFF RECOMMENDATION (Motion Ready):
Budget Resolution 2026-147 to amend the Fiscal Year 2025-26 budget for the carry forward of prior fiscal year grant funds totaling $235,035

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
At the end of Fiscal Year 2024-25, the City's Community Paramedic Program with Avent Health had funds remaining at the City's fiscal year-end. Ocala Fire Rescue has requested re-appropriation of unused grant funds for the Community Paramedic Program. Additionally, two other grants require amendments to appropriately document revenue received in advance of the grant expenditures being incurred.

FINDINGS AND CONCLUSIONS:
The budget resolution is necessary to bring forward an Ocala Fire Rescue grant not previously appropriated, as well as to appropriately document revenue received in advance of grant expenditures on two other grants.

FISCAL IMPACT:
$235,035 is available and requested for re-appropriation from Fiscal Year 2024-25 to Fiscal Year 2025-26 to complete grant-funded projects that were budgeted in the prior fiscal year.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-147

A RESOLUTION TO AMEND FISCAL YEAR 2025-26 FOR THE CARRY FORWARD OF PRIOR FISCAL YEAR GRANT FUNDS TOTALING $235,035

WHEREAS, approved grant funds not fully expended by September 30, 2025, need to be carried forward to Fiscal Year 2025-26; and

WHEREAS, the granting agency established a grant period different from or longer than the City's fiscal year, and/or where the grant authorized expenditures of committed funds in a subsequent fiscal year; and

WHEREAS, the Finance Department has determined that as of September 30, 2025, the funds listed below represent the unexpended portion of grant funds to be carried forward; and

WHEREAS, funds have been identified that should be reappropriated to recognize that revenue was received in advance of grant expenses being incurred; and

WHEREAS, the Finance Department certifies that there are sufficient funds remaining in the grant to satisfy expenditures by category requested below.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended to appropriate grant carry forwards from the fiscal year ended September 30, 2025, as outlined below.

SOURCE:

001-099-999-513-81-99800	Reserve for Contingencies	($256,858)
001-369-000-000-16-33134	Fire Opiod Settlement	($183,822)
140-334-000-000-09-33485	SHIP/Dept of Comm Af	($361,998)
140-369-000-000-16-36943	SHIP Program Income	($25,259)
140-369-000-000-16-36999	Cash Balance Forward-SHIP	$549,256
	TOTAL	$235,035

USE:

001-051-902-522-52-14010	Overtime-Comm. Paramedicine	$73,036
140-050-699-559-55-34010	Other Services	$161,999
	TOTAL	$235,035

This resolution adopted this _____ day of _____, 2026.

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ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Submitted By: Misty Davis

Presentation By: Peter Brill

Department: Finance

STAFF RECOMMENDATION (Motion Ready):
Budget Resolution 2026-xxx amending the Fiscal Year 2025-26 budget for the carry forward of prior fiscal year grant funds totaling $73,036

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
At the end of Fiscal Year 2024-25, the City had ongoing grant projects in which the granting agency had a different or longer grant period than the City's fiscal year. Departments request re-appropriation of unused grant funds for specific projects in various stages of completion at the end of Fiscal Year 2024-25.

FINDINGS AND CONCLUSIONS:
At the end of Fiscal Year 2024-25, departments were in various stages of completion of projects using grant funds. The carry forward of funds will allow for the continuation of these projects.

FISCAL IMPACT:
$73,036 is available and requested for re-appropriation from Fiscal Year 2024-25 to Fiscal Year 2025-26 to complete grant-funded projects that were budgeted in the prior fiscal year.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
None

BUDGET RESOLUTION 2026-xxx

A RESOLUTION AMENDING FISCAL YEAR 2025-26 FOR THE CARRY FORWARD OF PRIOR FISCAL YEAR GRANT FUNDS TOTALING $73,036.

WHEREAS, approved grant funds not fully expended by September 30, 2025 need to be carried forward to Fiscal Year 2025-26; and

WHEREAS, the granting agency established a grant period different or longer than the City's fiscal year and/or where the grant authorized expenditures of committed funds in a subsequent fiscal year; and

WHEREAS, the Financial Department has determined that as of September 30, 2025 the funds listed below represent the unexpended portion of grant funds to be carried forward; and

WHEREAS, the Financial Department certifies that there are sufficient funds remaining in each grant to satisfy all expenditures by category requested below.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session that the Fiscal Year 2025-26 budget be amended to appropriate grant carry forwards from the fiscal year ended September 30, 2025 as outlined below.

SOURCE:

001-369-000-000-16-36929	$73,036

USE:

001-051-902-522-52-14010	$73,036

City of Ocala

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund								
902 FY22 Fire Advent Health Param								
00190252 14010	Overtime	0	58,249	58,249	.00	.00	58,249.00	.0%
00190252 21010	Fica Taxes	0	8,000	8,000	.00	.00	8,000.00	.0%
00190252 23010	Life & Health In	0	2,000	2,000	.00	.00	2,000.00	.0%
00190252 52010	Operating Suppli	0	4,785	4,785	.00	.00	4,785.00	.0%
00190252 52020	Operating Suppli	0	215	215	213.92	.00	1.08	99.5%
00190252 52045	S/Ware-Subscript	0	26,751	26,751	26,750.25	.00	.75	100.0%
TOTAL FY22 Fire Advent Health Param		0	100,000	100,000	26,964.17	.00	73,035.83	27.0%
GRAND TOTAL		0	100,000	100,000	26,964.17	.00	73,035.83	27.0%

** END OF REPORT - Generated by Misty Davis **

File #: 2026-1534 Agenda Item #: 10i.

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Re-award of the contract for grounds maintenance services for the City's northeast quadrant to Extreme Enterprises of Marion County, Inc., in the amount of $124,632

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Streets division is requesting approval of a contract with Extreme Enterprises of Marion County, Inc., for mowing of City-maintained rights-of-way, medians, parcels, and other designated areas in the northeast quadrant of the City. Mowing is based on a set number of monthly cuts per calendar year. Scheduled mowing maintains an acceptable appearance and extends the lifespan of our road network.

On January 27, 2026, the City of Ocala issued Invitation to Bid (ITB) No.: PWD/260377 for the provision of two years of mowing services in the northeast quadrant of the City. Eight bids (based on a full 24 months of work) were received with the following results:

Bidder Name	Office Location	Total 2-Year Bid Amount
BWC Services USA, LLC *Not eligIbe	Ocala, FL	$106,172.00
Sulter Precision Cuts, LLC *Vendor Withdrew	Ocala, FL	$108,284.00
2nd Mile M.C., LLC *Deemed Non-Responsive (No spray license)	Palm Bay, FL	$126,280.00
Extreme Enterprises of Marion County, Inc	**Ocala, FL**	**$156,679.16**
Solo Cats Services	Ocala, FL	$179,828.00
Helping Hands Lawn Care	Sorrento, FL	$577,896.00
United Freight Services	Stuart, FL	$958,100.00
JDME, LLC *Deemed Non-Responsive	Gotha, FL	$0.00

On April 21, 2026, the City Council approved the award of Contract No.: PWD/260377 to Sulter Precision Cuts, LLC. On May 29, 2026, Sulter Precision Cuts, LLC notified the City of Ocala of its desire to terminate the Agreement due to difficulty adhering to the timelines set forth in the Agreement and related expenses. The contract was terminated effective June 2, 2026.

FINDINGS AND CONCLUSIONS:
City staff contacted the next lowest responsible bidder, Extreme Enterprises of Marion County, Inc., who agreed to assume the balance of the contract term starting July 1, 2026, through February 29, 2028, with an option for two one-year renewals. There are nine cuts remaining this fiscal year at $3,560.89 per cut, 22 cuts in Fiscal Year 2026-27, and four cuts in Fiscal Year 2027-28. Staff requests the re-award of Contract No.: PWD/260377 to Extreme Enterprises of Marion County, Inc.

FISCAL IMPACT:
Funding for this contract has been budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2025-26 in the amount of $32,048; $78,340 will be budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2026-27; and $14,244 will be budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2027-28.

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

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes

- Table
- Deny

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES - NORTHEAST

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **EXTREME ENTERPRISES OF MARION COUNTY, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN:20-0079563) ("Contractor").

WHEREAS, on January 27, 2026, City issued an Invitation to Bid for the provision of grounds maintenance services for streets and rights-of-way located in the northeast quadrant of the City, ITB No.: PWD/260377 the "Solicitation"); and

WHEREAS, Six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Extreme Enterprises of Marion County, Inc. was found to be the second-lowest responsive and responsible bidder; and

WHEREAS, after the termination of the lowest bidder's contract, Extreme Enterprises of Marion County, Inc. was chosen as the intended awardee to provide grounds maintenance services in the northeast quadrant of the City (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-5)
   Exhibit B: Price Proposal (B-1 through B-2)
   Exhibit C: Map (C-1)
   Exhibit D: Holiday Schedule (D-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED TWENTY-FOUR THOUSAND, SIX HUNDRED THIRTY-TWO AND NO/100 DOLLARS**

($124,632.00) (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works**, Attn: **Charlie Varney**, E-Mail: cvarney@ocalafl.gov. Telephone: 352-351-6733.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JULY 1, 2026** and continue in effect for a term through and including **FEBRUARY 29, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
      (1) City shall be entitled to terminate this Agreement without further notice;
      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
   E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City

Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount

provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per

occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. 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.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates

and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as 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**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture

relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF

THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or

volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

37. **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.

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

If to Contractor:	Extreme Enterprises of Marion County, Inc Attention: John Milligan P.O. Box 5033 Ocala, Florida, 34478 Phone: 352-427-4974 E-mail: jmextreme@yahoo.com
If to City of Ocala:	Patricia Lewis, Interim Director Procurement and Contracting Department City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

EXTREME ENTERPRISES OF MARION COUNTY, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide grounds maintenance services for the northeast section of the City of Ocala. The Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated with the City Project Manager, Charlie Varney, at 352-351-6733 cvarney@ocala.gov.
3. The Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

WORK AREAS

1. The specific work areas will be given to the Contractor at the pre-work meeting.
2. The locations can be found on **Exhibit C - Northeast Right of Way Map.**

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, the Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

MINIMUM REQUIRED EQUIPMENT

1. Three (3) mowers – Zero Turn
2. Two (2) weed or string trimmers
3. One (1) edger
4. One (1) blower

CONTRACTOR RESPONSIBILITIES

The following maintenance duties are required for each mowing cycle at all properties:

1. Mow and weed eat each property, including the city right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right-of-way limits.
2. Sidewalks and curbs must be **properly edged** (provide edge line with power equipment).
3. Litter such as any trash and debris must be picked up and disposed of properly.
4. Areas must be sprayed for weed control as needed. Weeds in sidewalks/driveways within the City right-of-way must be sprayed for weed control.

5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail to the City-designated e-mail address. The Contractor shall submit daily as each location is completed. The Contractor shall also copy each manager in the Streets Division. All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps.
   Visit: www.solocator.com or www.timestampcamera.com for details.
7. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
8. The Contractor is responsible for the supervision of each mowing sub-contractor or mowing crew.
9. **The Contractor shall submit the mowing invoice after the completion of each mowing cycle.**

MOWING

1. Mow at a height of two (2) inches for Bahia grass and three (3) inches for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
5. One (1) mowing per month shall be scheduled anytime during that month
6. Two (2) mowing per shall be scheduled from the 1st of the month through the 15th and the 16th of each month to the end of the month 30th/31st of each month.
7. Three (3) mowings per month shall be scheduled from the 1st of the month to the 10th, from the 11th of the month to the 20th, and from the 21st of the month to the end of the month 30th/31st.
8. Contractor shall follow the mowing cycle in sequent, starting with the first line item, or schedule the mowing cycle with the City Project Manager. The City of Ocala reserves the right to change the schedule as needed.
9. All medians within the scope of the contract or line item shall be the Contractor's responsibility to maintain.

Mow all grassed areas by the frequencies indicated below.

Month	Cuts Per Year			
	2	3	5	22
January				
February				
March				**1**
April			**1**	**2**
May		**1**		**3**
June	**1**		1	**3**
July		**1**	1	**3**
August			1	**3**
September	**1**	**1**		**3**
October			**1**	**2**
November				**1**
December				**1**

10. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
11. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
12. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
13. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.
14. Water meter damage shall be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility-related repairs, which must be completed as soon as possible.

WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain the grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks; gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. Contractor shall provide a manicured professionally mowed project at each location.

MISCELLANEOUS

1. The Contractor must immediately report sinkholes to the Public Works Department (352-351-6733).
2. The Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: The Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
6. At the end of each working day, the Contractor shall submit a list of all mowing locations that have been mowed to the City Project Manager.

7. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging is required.
8. ***Add bag litter picked up an amount*** *to the top of each invoice submitted.*

- PRICE PROPOSAL CONTRACT# PWD/260377

Bidder name	Bidder Location
Extreme Enterprises of Marion County, Inc	Ocala, FL

PUBLIC WORKS DEPARTMENT GROUNDS MAINTENANCE - NORTHEAST

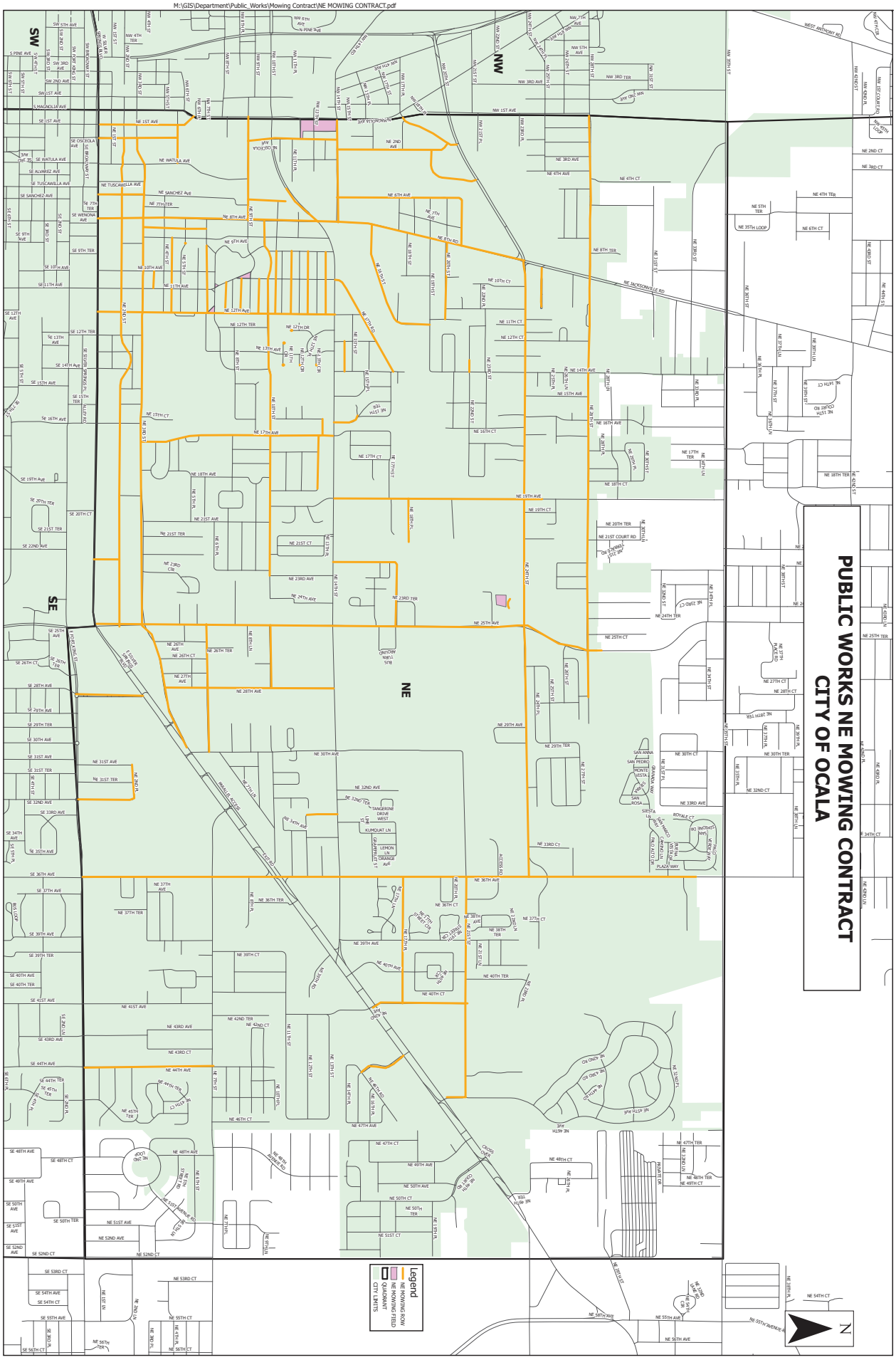
ITEM	DESCRIPTION	UOM	QTY	PRICE PER CUT	EXTENDED COST
NE-001	ROW NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave.	EA	22	$81.90	**$1,801.80**
NE-002	NE 46th Ct & St. Rd. 40 (Small Islands and ROW next to Lowes).	EA	22	$42.22	**$928.84**
NE-003	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	EA	22	$37.44	**$823.68**
NE-004	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants.	EA	22	$46.80	**$1,029.60**
NE-005	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back from ROV NE 36 Ave. 2100 blk to 2400 Blk Bridge approach embankment mowing four embankment locations. Mowing from top of embankment to the retention. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls. NE 36 Ave Bridge mowing right of way including ALL edging of sidewalk/curb. Weed control in sidewalk. Center medial mowing/edging. All access roads to the CSX right of way. Incuded access roads - Access RD SW, Access RD SE, Access RD SE/ NE 21 St. No mowing inside CSX right of way. Map attached for the two city lot mowing part of NE 36 Ave right of way. On NE 36 Ave south end the right of way is larger on the east/west side. mowing inside/outside fence area, Includes mowing ROW behind utility poles, and fire hydrants.	EA	22	$222.30	**$4,890.60**
NE-006	NE 36 Ave between NE 21 St & 24 St. **bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way**. Weed control around light poles, guardrails & concrete walls.	EA	22	$117.00	**$2,574.00**
NE-007	NE 44th Avenue from NE 7th Street to E Fort King St.	EA	22	$46.80	**$1,029.60**
NE-008	NE 24th Street from NE 36th Avenue to NE 8th Rd/NE Jacksonville Rd.	EA	22	$210.60	**$4,633.20**
NE-009	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	EA	22	$169.65	**$3,732.30**
NE-010	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles.	EA	22	$23.40	**$514.80**
NE-011	NE 10th St From NE 23rd Ave to NE 8th Ave.	EA	22	$110.00	**$2,420.00**
NE-012	Row NE 3rd Street from ST RD 40 to NE Osceola Avenue.	EA	22	$222.30	**$4,890.60**
NE-013	NE 28th Ave from NE 3rd St to HWY 492	EA	22	$64.35	**$1,415.70**
NE-014	2816 NE 19th Ave Mow NE 19th Ave From NE 28th St to mailbox of 2820 NE 19th Ave.	EA	22	$15.00	**$330.00**
NE-015	NE 7th St from NE 25th Ave to NE 30th Ave.	EA	22	$46.80	**$1,029.60**
NE-016	NE 28th Ave from E. Fort King St to E. State Road 40 **Median**	EA	22	$23.40	**$514.80**
NE-017	NE 2nd Pl from NE 31st Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	EA	22	$17.55	**$386.10**
NE-018	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	EA	22	$25.74	**$566.28**
NE-019	NE 17th Ave from NE 3rd St. to NE 14th St	EA	22	$70.20	**$1,544.40**
NE-020	NE 33rd Ave From NE 14th St to NE 12th St.	EA	22	$27.50	**$605.00**
NE-021	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave. **Median ROW**	EA	22	$187.20	**$4,118.40**
NE-022	NE 22nd Ave Form NE 2nd St to E SR 40.	EA	22	$7.50	**$165.00**
NE-023	NE 22nd Ave from NE 14th St to NE 17th Pl .	EA	22	$24.50	**$539.00**
NE-024	NE 23rd Ave from NE 14th St to NE 10th St.	EA	22	$24.50	**$539.00**
NE-025	NE 17th Pl from NE 22 Ave to NE 25 Ave	EA	22	$24.50	**$539.00**
NE-026	NE 19th Avenue from NE 14th Street to NE 24th Street	EA	22	$76.05	**$1,673.10**
NE-027	NE 12th Ave between Hwy 40 & 492 (NE 14 St) mowing all of the right of way weed control in the sidewalk, edging, weed-eating.	EA	22	$87.75	**$1,930.50**
NE-028	NE 7th Street and NE 12th Avenue. **Median-11**	EA	22	$17.55	**$386.10**
NE-029	NE 7th Street and NE 11th Avenue. **Median-11**	EA	22	$11.70	**$257.40**
NE-030	NE 9th St and NE 11th Avenue. **Median**	EA	22	$29.25	**$643.50**
NE-031	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. **Center Median Circle.**	EA	22	$23.40	**$514.80**
NE-032	NE 11th Circle and NE 13th Ave - east & west - two locations, **Center Median Circle.**	EA	22	$11.70	**$257.40**
NE-033	NE 12th Dr. & NE 12 Ct. Center **Median Circle.**	EA	22	$8.19	**$180.18**

- PRICE PROPOSAL CONTRACT# PWD/260377

Bidder name	Bidder Location
Extreme Enterprises of Marion County, Inc	Ocala, FL

NE-034	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	EA	22	$29.25	**$643.50**
NE-035	1200 NE 8Th Ave (Parcel # 26359-000-00 SW Corner of NE 492 & NE 8th Ave).	EA	22	$27.50	**$605.00**
NE-036	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	EA	22	$81.90	**$1,801.80**
NE-037	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	EA	22	$37.44	**$823.68**
NE-038	NE 5th Street and NE 9th Avenue.	EA	22	$8.19	**$180.18**
NE-039	NE Sanchez Avenue from E. State Road 40 to NE 3rd Street	EA	22	$23.40	**$514.80**
NE-040	NE Tuscawilla Avenue from NE 2nd Street to NE 3rd Street.	EA	22	$11.70	**$257.40**
NE-041	NE Osceola Ave / Walking trail mowing weed control starting at NE 14 St to NE 9 St. Southwest corner lot at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	EA	22	$76.05	**$1,673.10**
NE-042	NE Sanchez Ave from NE 9th St North to Dead End.	EA	22	$22.50	**$495.00**
NE-043	NE 9th St from RR Crossing to N Mag Ave (Weed eat, spray weeds in sidewalk and clean curb line) Start on the East side of RXR crossing.	EA	22	$22.50	**$495.00**
NE-044	NE 1st Avenue from State Road 40 to NE 5th Street north to the R&R Tracks.	EA	22	$37.44	**$823.68**
NE-045	N. Magnolia Avenue from State Road 40 to north of NE 5th Street R&R Tracks.	EA	22	$37.44	**$823.68**
NE-046	N Magnolia Avenue from NE 5th Street to NE 20th Street.	EA	22	$87.75	**$1,930.50**
NE-047	NE 5th Street from NE 1st Avenue to NE Watula Ave.	EA	22	$23.40	**$514.80**
NE-048	NE 13th St fron NE 16th Ave to NE 19th Ave.	EA	22	$42.50	**$935.00**
NE-049	NE 17th Road from NE 14th Street to NE 14th Avenue - **Hurricane Battery**	EA	22	$40.95	**$900.90**
NE-050	NE 16th Ave From NE 14th St North to 1515 NE 16th Ave (Eastside).	EA	22	$15.00	**$330.00**
NE-051	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants.	EA	22	$17.55	**$386.10**
NE-052	NE 2nd Ave from NE 14th St ditch line. both sides of NE Old Jacksonville Rd	EA	22	$29.25	**$643.50**
NE-053	ROW NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	EA	22	$31.59	**$694.98**
NE-054	NE 8th Ave from NE 14th Street to NE 24th Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	EA	22	$73.71	**$1,621.62**
NE-055	NE 9th Ave from NE 12th St to NE 10th St.	EA	22	$22.50	**$495.00**
NE-056	NE 11th St from NE 9th Ave to NE 8th Ave.	EA	22	$15.00	**$330.00**
NE-057	Anthony Industrial Park Medians (NE 16th Street and NE 8th Avenue and ROW from NE 14th Ave to NE 16th St and East ROW from near NE 17th Place to NE 19th St).	EA	22	$52.75	**$1,160.50**
NE-058	NE 20th ST FROM NE 8th Rd East to NE 12th Ave Do not Mow ROW of 930 NE 20th St	EA	22	$42.22	**$928.84**
NE-059	NE 6th AVE From NE 21st ST TO NE 14th ST.	EA	22	$52.75	**$1,160.50**
NE-060	NE 21ST ST - NE 8TH Rd TO NE 6TH Ave.	EA	22	$27.72	**$609.84**
NE-061	N Magnolia Ave from Jacksonville Rd to N 28th Street (both sides).	EA	22	$17.50	**$385.00**
NE-062	Jacksonville Rd - from NE 20 St to N. Magnolia Ave.	EA	22	$29.25	**$643.50**
NE-063	NE 25th Street from 200A to dead end (Beside The Alibi Lounge).	EA	22	$23.40	**$514.80**
NE-064	NE 28th Street from the dead end east. of NE 25th Avenue to Jacksonville Rd.	EA	22	$131.46	**$2,892.12**
NE-065	NE 14th AVE from NE 19th St to NE 35th St.	EA	22	$169.65	**$3,732.30**
NE-066	NE 22nd St. & NE 14th Ave Mow North & South ROW West of NE 14th Ave 150'.	EA	22	$7.50	**$165.00**
				ANNUAL PRICING	**$77,515.90**
					$155,031.80

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Holiday Schedule

New Year's Day

Thanksgiving Day

Day After Thanksgiving

Martin Luther King, Jr. Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

Juneteenth

Labor Day

Veterans' Day

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: Ground Maintenance Mowing - Northeast
ProRFx ID: ITB0126260000013
Notifications Sent: 19024
Bids: 8

Solicitation: **ITB# PWD/260377**
Buyer: Caley Conard
Buyer Email: cconard@ocalafl.gov
Buyer Phone: 352-629-8399

06/2/2026 **Notice of Intent to Award** to Extreme Enterprises of Marion County, Inc. pending City Council approval.

				BWC Services USA, LLC ** Ocala, FL		Sulter Precision Cuts, LLC*** Ocala, FL		2nd Mile M.C. LLC**** Palm Bay, FL		Extreme Enterprise of Marion Co. Ocala, FL		Solo Cats Services Ocala, FL		Helping Hands Lawn Care Sorrento, FL		United Freight Services Stuart, FL		*JDMF LLC Gotha, FL	
ITEM	DESCRIPTION	UOM	QTY	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST	PRICE PER CUT	EXTENDED COST
NE-001	ROW NE 21st Street from NE 36th Avenue east to State Road 40. part of NE 46 Ave.	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$10.00	**$220.00**	$81.90	**$1,801.80**	$61.00	**$1,342.00**	$120.00	**$2,640.00**	$325.00	**$7,150.00**		**$0.00**
NE-002	NE 46th Ct & St. Rd. 40 (Small Islands and ROW next to Lowes).	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$10.00	**$220.00**	$42.22	**$928.84**	$61.00	**$1,342.00**	$75.00	**$1,650.00**	$325.00	**$7,150.00**		**$0.00**
NE-003	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$25.00	**$550.00**	$37.44	**$823.68**	$61.00	**$1,342.00**	$65.00	**$1,430.00**	$325.00	**$7,150.00**		**$0.00**
NE-004	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants.	EA	22	$150.00	**$3,300.00**	$37.00	**$814.00**	$70.00	**$1,540.00**	$46.80	**$1,029.60**	$61.00	**$1,342.00**	$50.00	**$1,100.00**	$325.00	**$7,150.00**		**$0.00**
NE-005	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back from ROV NE 36 Ave. 2100 blk to 2400 Blk Bridge approach embankment mowing four embankment locations. Mowing from top of embankment to the retention. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls. NE 36 Ave Bridge mowing right of way including ALL edging of sidewalk/curb. Weed control in sidewalk. Center medial mowing/edging. All access roads to the CSX right of way. Incuded access roads - Access RD SW, Access RD SE, Access RD SE/ NE 21 St. No mowing inside CSX right of way. Map attached for the two city lot mowing part of NE 36 Ave right of way. On NE 36 Ave south end the right of way is larger on the east/west side. mowing inside/outside fence area, Includes mowing ROW behind utility poles, and fire hydrants.	EA	22	$100.00	**$2,200.00**	$37.00	**$814.00**	$20.00	**$440.00**	$222.30	**$4,890.60**	$61.00	**$1,342.00**	$1,400.00	**$30,800.00**	$325.00	**$7,150.00**		**$0.00**
NE-006	NE 36 Ave between NE 21 St & 24 St. **bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way**. Weed control around light poles, guardrails & concrete walls.	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$10.00	**$220.00**	$117.00	**$2,574.00**	$61.00	**$1,342.00**	$75.00	**$1,650.00**	$325.00	**$7,150.00**		**$0.00**
NE-007	NE 44th Avenue from NE 7th Street to E Fort King St.	EA	22	$200.00	**$4,400.00**	$37.00	**$814.00**	$65.00	**$1,430.00**	$46.80	**$1,029.60**	$61.00	**$1,342.00**	$120.00	**$2,640.00**	$325.00	**$7,150.00**		**$0.00**
NE-008	NE 24th Street from NE 36th Avenue to NE 8th Rd/NE Jacksonville Rd.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$40.00	**$880.00**	$210.60	**$4,633.20**	$61.00	**$1,342.00**	$500.00	**$11,000.00**	$325.00	**$7,150.00**		**$0.00**
NE-009	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	EA	22	$150.00	**$3,300.00**	$37.00	**$814.00**	$40.00	**$880.00**	$169.65	**$3,732.30**	$61.00	**$1,342.00**	$400.00	**$8,800.00**	$325.00	**$7,150.00**		**$0.00**
NE-010	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$80.00	**$1,760.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$30.00	**$660.00**	$325.00	**$7,150.00**		**$0.00**
NE-011	NE 10th St From NE 23rd Ave to NE 8th Ave.	EA	22	$200.00	**$4,400.00**	$37.00	**$814.00**	$20.00	**$440.00**	$110.00	**$2,420.00**	$61.00	**$1,342.00**	$400.00	**$8,800.00**	$325.00	**$7,150.00**		**$0.00**
NE-012	Row NE 3rd Street from ST RD 40 to NE Osceola Avenue.	EA	22	$55.00	**$1,210.00**	$37.00	**$814.00**	$40.00	**$880.00**	$222.30	**$4,890.60**	$61.00	**$1,342.00**	$600.00	**$13,200.00**	$325.00	**$7,150.00**		**$0.00**
NE-013	NE 28th Ave from NE 3rd St to HWY 492	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$70.00	**$1,540.00**	$64.35	**$1,415.70**	$61.00	**$1,342.00**	$285.00	**$6,270.00**	$325.00	**$7,150.00**		**$0.00**
NE-014	2816 NE 19th Ave Mow NE 19th Ave From NE 28th St to mailbox of 2820 NE 19th Ave.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$15.00	**$330.00**	$61.00	**$1,342.00**	$56.00	**$1,232.00**	$325.00	**$7,150.00**		**$0.00**
NE-015	NE 7th St from NE 25th Ave to NE 30th Ave.	EA	22	$15.00	**$330.00**	$37.00	**$814.00**	$40.00	**$880.00**	$46.80	**$1,029.60**	$61.00	**$1,342.00**	$125.00	**$2,750.00**	$325.00	**$7,150.00**		**$0.00**
NE-016	NE 28th Ave from E. Fort King St to E. State Road 40 **Median**	EA	22	$22.00	**$484.00**	$37.00	**$814.00**	$60.00	**$1,320.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$225.00	**$4,950.00**	$325.00	**$7,150.00**		**$0.00**
NE-017	NE 2nd Pl from NE 31st Ave from NE 32nd Avenue. Next to the Golf Course to the cable line. north side.	EA	22	$100.00	**$2,200.00**	$37.00	**$814.00**	$15.00	**$330.00**	$17.55	**$386.10**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-018	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	EA	22	$50.00	**$1,100.00**	$37.00	**$814.00**	$40.00	**$880.00**	$25.74	**$566.28**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-019	NE 17th Ave from NE 3rd St. to NE 14th St	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$30.00	**$660.00**	$70.20	**$1,544.40**	$61.00	**$1,342.00**	$135.00	**$2,970.00**	$325.00	**$7,150.00**		**$0.00**
NE-020	NE 33rd Ave From NE 14th St to NE 12th St.	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$60.00	**$1,320.00**	$27.50	**$605.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-021	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave. **Median ROW**	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$60.00	**$1,320.00**	$187.20	**$4,118.40**	$61.00	**$1,342.00**	$900.00	**$19,800.00**	$325.00	**$7,150.00**		**$0.00**
NE-022	NE 22nd Ave Form NE 2nd St to E SR 40	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$7.50	**$165.00**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-023	NE 22nd Ave from NE 14th St to NE 17th Pl.	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$24.50	**$539.00**	$61.00	**$1,342.00**	$45.00	**$990.00**	$325.00	**$7,150.00**		**$0.00**
NE-024	NE 23rd Ave from NE 14th St to NE 10th St.	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$24.50	**$539.00**	$61.00	**$1,342.00**	$45.00	**$990.00**	$325.00	**$7,150.00**		**$0.00**
NE-025	NE 17th Pl from NE 22 Ave to NE 25 Ave	EA	22	$5.00	**$110.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$24.50	**$539.00**	$61.00	**$1,342.00**	$50.00	**$1,100.00**	$325.00	**$7,150.00**		**$0.00**
NE-026	NE 19th Avenue from NE 14th Street to NE 24th Street	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$40.00	**$880.00**	$76.05	**$1,673.10**	$61.00	**$1,342.00**	$250.00	**$5,500.00**	$325.00	**$7,150.00**		**$0.00**
NE-027	NE 12th Ave between Hwy 40 & 492 (NE 14 St) mowing all of the right of way weed control in the sidewalk, edging, weed-eating.	EA	22	$50.00	**$1,100.00**	$37.00	**$814.00**	$40.00	**$880.00**	$87.75	**$1,930.50**	$61.00	**$1,342.00**	$350.00	**$7,700.00**	$325.00	**$7,150.00**		**$0.00**
NE-028	NE 7th Street and NE 12th Avenue. **Median-11**	EA	22	$5.00	**$110.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$17.55	**$386.10**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-029	NE 7th Street and NE 11th Avenue. **Median-11**	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$20.00	**$440.00**	$11.70	**$257.40**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-030	NE 9th St and NE 11th Avenue. **Median**	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$20.00	**$440.00**	$29.25	**$643.50**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-031	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. **Center Median Circle.**	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$20.00	**$440.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-032	NE 11th Circle and NE 13th Ave - east & west - two locations, **Center Median Circle.**	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$11.70	**$257.40**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-033	NE 12th Dr. & NE 12 Ct. Center **Median Circle.**	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$8.19	**$180.18**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-034	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	EA	22	$50.00	**$1,100.00**	$37.00	**$814.00**	$80.00	**$1,760.00**	$29.25	**$643.50**	$61.00	**$1,342.00**	$45.00	**$990.00**	$325.00	**$7,150.00**		**$0.00**
NE-035	1200 NE 8Th Ave (Parcel # 26359-000-00 SW Corner of NE 492 & NE 8th Ave).	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$80.00	**$1,760.00**	$27.50	**$605.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-036	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing. weed control.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$81.90	**$1,801.80**	$61.00	**$1,342.00**	$75.00	**$1,650.00**	$325.00	**$7,150.00**		**$0.00**
NE-037	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$40.00	**$880.00**	$37.44	**$823.68**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-038	NE 5th Street and NE 9th Avenue.	EA	22	$10.00	**$220.00**	$35.00	**$770.00**	$40.00	**$880.00**	$8.19	**$180.18**	$61.00	**$1,342.00**	$110.00	**$2,420.00**	$325.00	**$7,150.00**		**$0.00**
NE-039	NE Sanchez Avenue from E. State Road 40 to NE 3rd Street	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$40.00	**$880.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-040	NE Tuscawilla Avenue from NE 2nd Street to NE 3rd Street	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$75.00	**$1,650.00**	$11.70	**$257.40**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-041	NE Osceola Ave / Walking trail mowing weed control starting at NE 14 St to NE 9 St. Southwest corner lot at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$40.00	**$880.00**	$76.05	**$1,673.10**	$61.00	**$1,342.00**	$555.00	**$12,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-042	NE Sanchez Ave from NE 9th St North to Dead End.	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$30.00	**$660.00**	$22.50	**$495.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-043	NE 9th St from RR Crossing to N Mag Ave (Weed eat, spray weeds in sidewalk and clean curb lines) Start on the East side of RXR crossing.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$20.00	**$440.00**	$22.50	**$495.00**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-044	NE 1st Avenue from State Road 40 to NE 5th Street north to the R&R Tracks.	EA	22	$40.00	**$880.00**	$37.00	**$814.00**	$30.00	**$660.00**	$37.44	**$823.68**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-045	N. Magnolia Avenue from State Road 40 to north of NE 5th Street R&R Tracks.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$30.00	**$660.00**	$37.44	**$823.68**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-046	N Magnolia Avenue from NE 5th Street to NE 20th Street.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$30.00	**$660.00**	$87.75	**$1,930.50**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-047	NE 5th Street from NE 1st Avenue to NE Watula Ave.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$65.00	**$1,430.00**	$325.00	**$7,150.00**		**$0.00**
NE-048	NE 10th St from NE 16th Ave to NE 19th Ave.	EA	22	$175.00	**$3,850.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$42.50	**$935.00**	$61.00	**$1,342.00**	$33.00	**$726.00**	$325.00	**$7,150.00**		**$0.00**
NE-049	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, **clean & edge all sidewalk.**	EA	22	$25.00	**$550.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$37.44	**$823.68**	$61.00	**$1,342.00**	$145.00	**$3,190.00**	$325.00	**$7,150.00**		**$0.00**
NE-050	NE 17th Road from NE 14th Street to NE 14th Avenue - **Hurricane Battery**	EA	22	$8.00	**$176.00**	$37.00	**$814.00**	$40.00	**$880.00**	$40.95	**$900.90**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-051	NE 16th Ave From NE 14th St North to 1515 NE 16th Ave (Eastside).	EA	22	$30.00	**$660.00**	$37.00	**$814.00**	$40.00	**$880.00**	$15.00	**$330.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-052	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants.	EA	22	$13.00	**$286.00**	$37.00	**$814.00**	$40.00	**$880.00**	$17.55	**$386.10**	$61.00	**$1,342.00**	$45.00	**$990.00**	$325.00	**$7,150.00**		**$0.00**
NE-053	NE 2nd Ave from NE 14th St ditch line. both sides of NE Old Jacksonville Rd	EA	22	$15.00	**$330.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$29.25	**$643.50**	$61.00	**$1,342.00**	$900.00	**$19,800.00**	$325.00	**$7,150.00**		**$0.00**
NE-054	ROW NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	EA	22	$15.00	**$330.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$31.59	**$694.98**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-055	NE 8th Ave from NE 14th Street to NE 24th Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	EA	22	$30.00	**$660.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$73.71	**$1,621.62**	$61.00	**$1,342.00**	$145.00	**$3,190.00**	$325.00	**$7,150.00**		**$0.00**
NE-056	NE 9th Ave from NE 12th St to NE 10th St.	EA	22	$30.00	**$660.00**	$35.00	**$770.00**	$50.00	**$1,100.00**	$22.50	**$495.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-057	NE 11th St from NE 9th Ave to NE 8th Ave.	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$50.00	**$1,100.00**	$15.00	**$330.00**	$61.00	**$1,342.00**	$35.00	**$770.00**	$325.00	**$7,150.00**		**$0.00**
NE-058	Anthony Industrial Park Medians (NE 16th Street and NE 8th Avenue and ROW from NE 14th Ave to NE 16th St and East ROW from near NE 17th Place to NE 19th St).	EA	22	$10.00	**$220.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$52.75	**$1,160.50**	$61.00	**$1,342.00**	$100.00	**$2,200.00**	$325.00	**$7,150.00**		**$0.00**
NE-059	NE 20th ST FROM NE 8th Rd East to NE 12th Ave Do not Mow ROW of 930 NE 20th St	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$50.00	**$1,100.00**	$42.22	**$928.84**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-060	NE 6th AVE From NE 21st ST TO NE 14th ST.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$30.00	**$660.00**	$52.75	**$1,160.50**	$61.00	**$1,342.00**	$145.00	**$3,190.00**	$325.00	**$7,150.00**		**$0.00**
NE-061	NE 21ST ST - NE 8TH Rd TO NE 6TH Ave.	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$60.00	**$1,320.00**	$27.72	**$609.84**	$61.00	**$1,342.00**	$55.00	**$1,210.00**	$325.00	**$7,150.00**		**$0.00**
NE-062	N Magnolia Ave from Jacksonville Rd to N 28th Street (both sides).	EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$30.00	**$660.00**	$17.50	**$385.00**	$61.00	**$1,342.00**	$600.00	**$13,200.00**	$325.00	**$7,150.00**		**$0.00**
NE-063	Jacksonville Rd - from NE 20 St to N. Magnolia Ave.	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$40.00	**$880.00**	$29.25	**$643.50**	$61.00	**$1,342.00**	$500.00	**$11,000.00**	$325.00	**$7,150.00**		**$0.00**
NE-064	NE 25th Street from 200A to dead end (Beside The Alibi Lounge) Ne 28th Street from the dead end east. of NE 25th Avenue to Jacksonville Rd.	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$40.00	**$880.00**	$23.40	**$514.80**	$61.00	**$1,342.00**	$800.00	**$17,600.00**	$325.00	**$7,150.00**		**$0.00**
		EA	22	$20.00	**$440.00**	$37.00	**$814.00**	$40.00	**$880.00**	$133.46	**$2,892.12**	$61.00	**$1,342.00**	$800.00	**$17,600.00**	$325.00	**$7,150.00**		**$0.00**
NE-065	NE 14th AVE from NE 19th St to NE 35th St.	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$40.00	**$880.00**	$169.65	**$3,732.30**	$61.00	**$1,342.00**	$500.00	**$11,000.00**	$325.00	**$7,150.00**		**$0.00**
NE-066	NE 22nd St & NE 14th Ave Mow North & South ROW West of NE 14th Ave 150'	EA	22	$20.00	**$440.00**	$35.00	**$770.00**	$40.00	**$880.00**	$7.50	**$165.00**	$61.00	**$1,342.00**	$100.00	**$2,200.00**	$325.00	**$7,150.00**		**$0.00**
				ANNUAL PRICING	**$53,086.00**	**ANNUAL PRICING**	**$54,142.00**	**ANNUAL PRICING**	**$63,140.00**	**ANNUAL PRICING**	**$78,339.58**	**ANNUAL PRICING**	**$89,914.00**	**ANNUAL PRICIN**	**$288,948.00**	**ANNUAL PRICIN**	**$479,050.00**	**ANNUAL PRICIN**	**$0.00**
				TOTAL 2 YEAR BID AMOUNT	**$106,172.00**		**$108,284.00**		**$126,280.00**		**$156,679.16**		**$179,828.00**		**$577,896.00**		**$958,100.00**		**$0.00**

*JDMF LLC SUBMITTED PRICE PROPOSAL HANDWRITTEN IN PDF - DID NOT RESPOND TO ATTEMPTS TO GET THE FORM IN EXCEL FORMAT - **DEEMED NON-RESPONSIVE**
** BWC SERVICES USA, LLC - **NOT ELIGIBLE TO BID**
*** SULTER PRECISION CUTS, LLC - **WITHDREW**
**** 2ND MILE - **DEEMED NON RESPONSIVE (NO SPRAY LICENSE)**

Bidder Name	Office Location	Total 2-Year Bid Amount
BWC Services USA, LLC *Not eliglbe	Ocala, FL	$106,172.00
Sulter Precision Cuts, LLC *Vendor Withdrew	Ocala, FL	$108,284.00
2nd Mile M.C., LLC *Deemed Non-Responsive (No spray license)	Palm Bay, FL	$126,280.00
Extreme Enterprises of Marion County, Inc	**Ocala, FL**	**$156,679.16**
Solo Cats Services	Ocala, FL	$179,828.00
Helping Hands Lawn Care	Sorrento, FL	$577,896.00
United Freight Services	Stuart, FL	$958,100.00
JDME, LLC *Deemed Non-Responsive	Gotha, FL	$0.00

Procurement and Contracting Department
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Main Number: 352.629.8402
Website: www.bidocala.com

June 2, 2026

VIA ELECTRONIC MAIL AND CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Mr. Brandon Sulter
Sulter Precision Cuts, LLC
11 Chestnut Run
Ocala, Florida 34480
E-Mail: sulterprecisioncuts@gmail.com

Re: ACCEPTANCE OF CANCELLATION AND NOTICE OF SUSPENSION – Agreement for Grounds Maintenance Services – Northeast Quadrant – City of Ocala Contract Number: PWD/260377

Dear Mr. Sulter:

On March 1, 2026, the City of Ocala ("City") and Sulter Precision Cuts, LLC ("Sulter"), entered into Agreement for Grounds Maintenance Services (the "Agreement")[1]. The Agreement was established for an initial term of two (2) years through February 29, 2028, under which Sulter would be compensated $108,284 for the timely and satisfactory completion of services.

> **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **MARCH, 1, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **FEBRUARY, 29, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

> **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED EIGHT THOUSAND, TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($108,284)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

On May 29, 2026, Sulter notified the City's Project Manager, Charlie Varney, of its desire to terminate the Agreement due to difficulty adhering to the timelines set forth in the Agreement and related expenses.

[1] *See* Agreement for Grounds Maintenance Services – Northeast attached hereto as **Exhibit A**.

From: Brandon Sulter <sulterprecisioncuts@gmail.com>
Sent: Friday, May 29, 2026 1:34 PM
To: Charlie Varney <CVarney@ocalafl.org>; Robbin Moore <romoore@ocalafl.gov>
Subject: NE ROWS CANCEL

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, after thorough consideration the time it's taking to complete these NE right of ways isn't going to work out business wise and in expenses to be put out and still not having invoices paid out since the first of the month. Since being so overgrown it's taking to much time to catch up and costing to much in expenses. Also, seems to be issues with getting everything processed between photos and wrong maps that we mowed sections that we didn't have to mow. Was given a map at meeting and thought it was sections we mowed and we ended mowing more sections than what needed to be mowed, in which took more time and expenses. We've done a few days on them this week and still tons to be done. To have them the way it needs to be will take minimum of 4-5 guys and I would be loosing more money at that point. Thank you for opportunity and look forward to future contracts. Sorry about all of this, we gave it a shot and it just isn't working out. Thank you again.

ACKNOWLEDGEMENT OF NOTICE AND TERMINATION OF CONTRACT

The City of Ocala hereby acknowledges Sulter's notice and deems Contract No. PWD/260377 terminated effective **June 2, 2026**. Sulter shall immediately take the following steps, as applicable:

(1) discontinue all work in progress, make no further orders for materials or supplies, and cancel any and all existing orders for materials or supplies in connection with its performance under City of Ocala Contract No. PWD/260377;

(2) retrieve any materials or equipment owned by or paid for by Sulter in connection with its performance under Contract No. PWD/260377 from the job site(s); and

(3) keep adequate records of any work-in-progress as of the effective date of termination and proof that vendor furnished notice of termination to any and all subcontractors and/or suppliers that will be affected by the termination.

NOTICE OF SUSPENSION

Paragraph 11 of the Agreement states that contractors who fail to complete the contract term "shall be subject to future bidding suspension for a period of ONE (1) year and bid debarment for a period of up to THREE (3) years for serious contract failures[2]." As detailed above, Sulter has failed to complete the contract term for Contract No. PWD/260377.

[2] *See* Ex. A at p. 5.

Effective immediately, Sulter Precision Cuts, LLC is hereby suspended and prohibited from participating in formal or informal solicitations advertised by the City of Ocala for a period of ONE (1) YEAR from the date of this Notice.

This suspension will not affect any other active contracts between the City of Ocala and Sulter Precision Cuts, LLC.

Should you have any questions regarding the foregoing, you may contact the Vendor Relations Division at vendors@ocalafl.gov or 352.629.8523.

Sincerely,

Daphne M. Robinson

Daphne M. Robinson, Esq., NIGP-CPP
Procurement and Contracting Officer
Director – Procurement & Contracting

cc: Ken Whitehead, Assistant City Manager
Darren Park, Director – Public Works Department
Charlie Varney, Manager – Streets
Shay Roberts Green, Procurement Manager
Caley Conard, Senior Buyer

EXHIBIT A

Docusign Envelope ID: 19A0EC67-993F-8E9D-8337-B94F8F442D78

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES - NORTHEAST

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SULTER PRECISION CUTS, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN:88-1865562) ("Contractor").

WHEREAS, on January 27, 2026, City issued an Invitation to Bid for the provision of grounds maintenance services for streets and rights-of-way located in the northeast quadrant of the City, ITB No.: PWD/260377 the "Solicitation"); and

WHEREAS, Six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Sulter Precision Cuts, LLC, was found to be the lowest responsive bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide grounds maintenance services in the northeast quadrant of the City (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-5)
   Exhibit B: Price Proposal (B-1 through B-2)
   Exhibit C: Map (C-1)
   Exhibit D: Holiday Schedule (D-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED EIGHT THOUSAND, TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($108,284)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and

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satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works**, Attn: **Charlie Varney**, E-Mail: cvarney@ocalafl.gov. Telephone: 352-351-6733.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **MARCH, 1, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **FEBRUARY, 29, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this

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Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
   (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
   (2) Contractor provides material that does not meet the specifications of the Agreement;
   (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
   (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all

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subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If

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Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. 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.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume

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until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as 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**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

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26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

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37. **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.

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

If to Contractor:	Sulter Precision Cuts, LLC Attention: Brandon Sulter 11 Chestnut Run Ocala, Florida, 34480 Phone: 352-653-7700 E-mail: sulterprecisioncuts@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED

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HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/28/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Ire Bethea, Sr.
213A418D4FA546D...

Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SULTER PRECISION CUTS, LLC

Signed by:
00BE820BE4D04E0...

By: Brandon Sulter
(Printed Name)

Title: Owner
(Title)

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BACKGROUND

1. Contractor shall provide ground maintenance services for the City of Ocala. The Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated with the City Project Manager, Charlie Varney, at 352-351-6733 cvarney@ocalapd.gov or Tom Casey at 352-352-6733 tcasey@ocalafl.gov.
3. The Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

WORK AREAS

1. The specific work areas will be given to the Contractor at the pre-work meeting.
2. The locations can be found on **Exhibit B- Northeast Right of Way Map.**

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, the Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

MINIMUM REQUIRED EQUIPMENT

1. Three (3) mowers – Zero Turn
2. Two (2) weed or string trimmers
3. One (1) edger
4. One (1) blower

CONTRACTOR RESPONSIBILITIES

The following maintenance duties are required for each mowing cycle at all properties:

1. Mow and weed eat each property, including the city right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right-of-way limits.
2. Sidewalks and curbs must be **properly edged** (provide edge line with power equipment).
3. Litter such as any trash and debris must be picked up and disposed of properly.
4. Areas must be sprayed for weed control as needed. Weeds in sidewalks/driveways within the City right-of-way must be sprayed for weed control.

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5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail to the City-designated e-mail address. The Contractor shall submit daily as each location is completed. The Contractor shall also copy each manager in the Streets Division. All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps.
   Visit: www.solocator.com or www.timestampcamera.com for details.
7. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
8. The Contractor is responsible for the supervision of each mowing sub-contractor or mowing crew.
9. **The Contractor shall submit the mowing invoice after the completion of each mowing cycle.**

MOWING

1. Mow at a height of two (2) inches for Bahia grass and three (3) inches for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
5. One (1) mowing per month shall be scheduled anytime during that month
6. Two (2) mowing per shall be scheduled from the 1st of the month through the 15th and the 16th of each month to the end of the month 30th/31st of each month.
7. Three (3) mowings per month shall be scheduled from the 1st of the month to the 10th, from the 11th of the month to the 20th, and from the 21st of the month to the end of the month 30th/31st.
8. Contractor shall follow the mowing cycle in sequent, starting with the first line item, or schedule the mowing cycle with the City Project Manager. The City of Ocala reserves the right to change the schedule as needed.
9. All medians within the scope of the contract or line item shall be the contractor's responsibility to maintain.

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Mow all grassed areas by the frequencies indicated below.

Month	Cuts Per Year			
	2	3	5	22
January				
February				
March				**1**
April			**1**	**2**
May		**1**		**3**
June	**1**		1	**3**
July		**1**	1	**3**
August			1	**3**
September	**1**	**1**		**3**
October			**1**	**2**
November				**1**
December				**1**

10. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
11. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
12. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
13. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.
14. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility-related repairs, which must be completed as soon as possible.

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WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain the grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks; gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. Contractor shall provide a manicured professionally mowed project at each location.

MISCELLANEOUS

1. The Contractor must immediately report sinkholes to the Public Works Department (352- 351- 6733).
2. The Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: The Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
6. At the end of each working day, the Contractor shall submit a list of all mowing locations that have been mowed to the City Project Manager.

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7. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging is required.
8. ***Add bag litter picked up an amount*** *to the top of each invoice submitted.*

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Exhibit B - PRICE PROPOSAL **CONTRACT# PWD/260377**

Bidder name	Location
Sulter Precision Cuts LLC	Ocala fl

PUBLIC WORKS DEPARTMENT GROUNDS MAINTENANCE - NORTHEAST

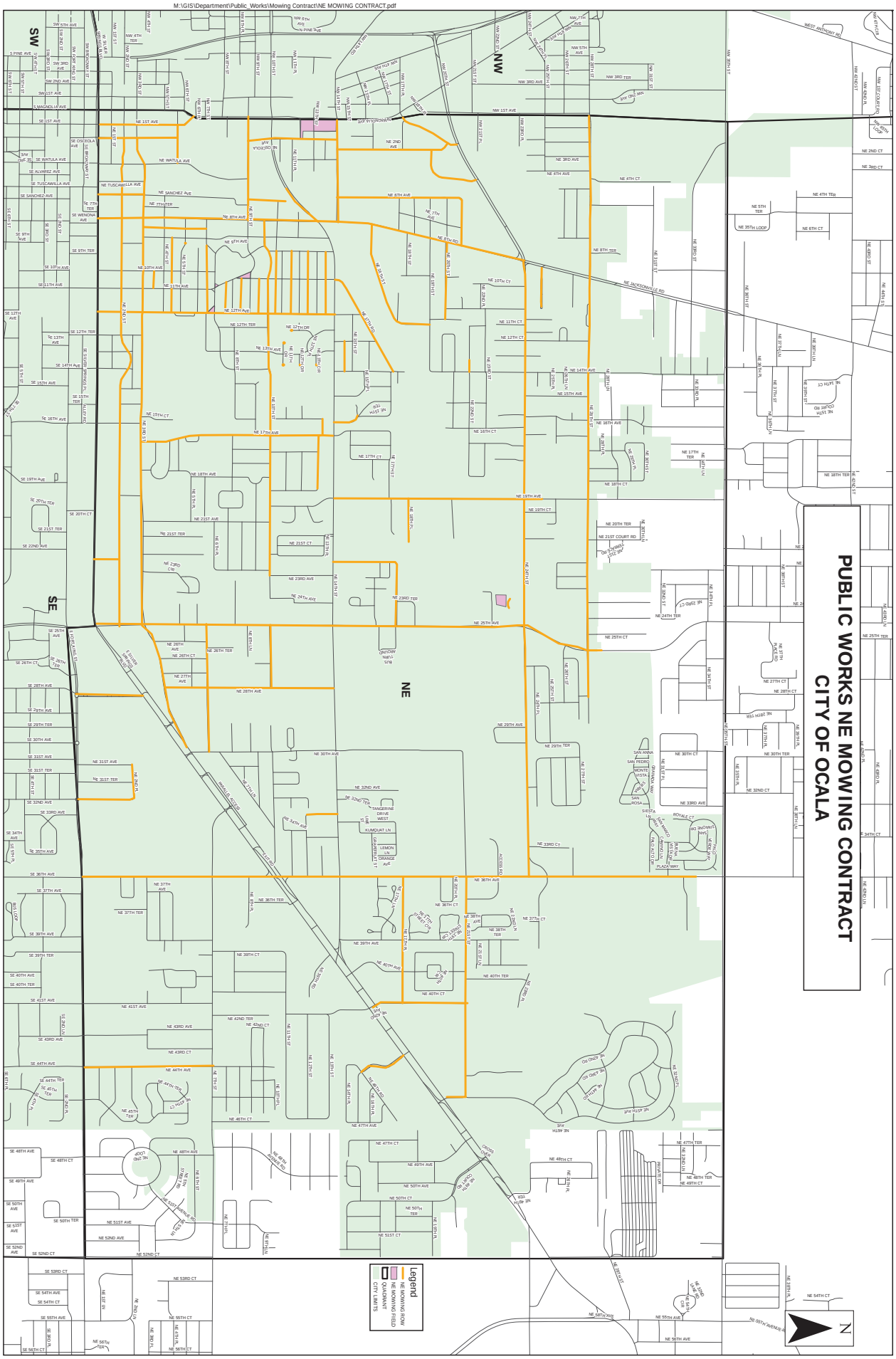
ITEM	DESCRIPTION	UOM	QTY	PRICE PER CUT	EXTENDED COST
NE-001	ROW NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave.	EA	22	$37.00	**$814.00**
NE-002	NE 46th Ct & St. Rd. 40 (Small Islands and ROW next to Lowes).	EA	22	$37.00	**$814.00**
NE-003	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	EA	22	$37.00	**$814.00**
NE-004	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants.	EA	22	$37.00	**$814.00**
NE-005	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back from ROV NE 36 Ave. 2100 blk to 2400 Blk	EA	22	$37.00	**$814.00**
NE-006	NE 36 Ave between NE 21 St & 24 St. **bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way**. Weed control around light poles, guardrails & concrete walls.	EA	22	$37.00	**$814.00**
NE-007	NE 44th Avenue from NE 7th Street to E Fort King St.	EA	22	$37.00	**$814.00**
NE-008	NE 24th Street from NE 36th Avenue to NE 8th Rd/NE Jacksonville Rd.	EA	22	$37.00	**$814.00**
NE-009	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	EA	22	$37.00	**$814.00**
NE-010	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles.	EA	22	$37.00	**$814.00**
NE-011	NE 10th St From NE 23rd Ave to NE 8th Ave.	EA	22	$37.00	**$814.00**
NE-012	Row NE 3rd Street from ST RD 40 to NE Osceola Avenue.	EA	22	$37.00	**$814.00**
NE-013	NE 28th Ave from NE 3rd St to HWY 492	EA	22	$37.00	**$814.00**
NE-014	2816 NE 19th Ave Mow NE 19th Ave From NE 28th St to mailbox of 2820 NE 19th Ave.	EA	22	$37.00	**$814.00**
NE-015	NE 7th St from NE 25th Ave to NE 30th Ave.	EA	22	$37.00	**$814.00**
NE-016	NE 28th Ave from E. Fort King St to E. State Road 40 **Median**	EA	22	$37.00	**$814.00**
NE-017	NE 2nd Pl from NE 31st Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	EA	22	$37.00	**$814.00**
NE-018	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	EA	22	$37.00	**$814.00**
NE-019	NE 17th Ave from NE 3rd St. to NE 14th St	EA	22	$37.00	**$814.00**
NE-020	NE 33rd Ave From NE 14th St to NE 12th St.	EA	22	$37.00	**$814.00**
NE-021	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave. **Median ROW**	EA	22	$37.00	**$814.00**
NE-022	NE 22nd Ave Form NE 2nd St to E SR 40.	EA	22	$37.00	**$814.00**
NE-023	NE 22nd Ave from NE 14th St to NE 17th Pl .	EA	22	$37.00	**$814.00**
NE-024	NE 23rd Ave from NE 14th St to NE 10th St.	EA	22	$37.00	**$814.00**
NE-025	NE 17th Pl from NE 22 Ave to NE 25 Ave	EA	22	$37.00	**$814.00**
NE-026	NE 19th Avenue from NE 14th Street to NE 24th Street	EA	22	$37.00	**$814.00**
NE-027	NE 12th Ave between Hwy 40 & 492 (NE 14 St) mowing all of the right of way weed control in the sidewalk, edging, weed-eating.	EA	22	$37.00	**$814.00**
NE-028	NE 7th Street and NE 12th Avenue. **Median-11**	EA	22	$37.00	**$814.00**
NE-029	NE 7th Street and NE 11th Avenue. **Median-11**	EA	22	$37.00	**$814.00**
NE-030	NE 9th St and NE 11th Avenue. **Median**	EA	22	$37.00	**$814.00**
NE-031	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. **Center Median Circle.**	EA	22	$37.00	**$814.00**

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NE-032	NE 11th Circle and NE 13th Ave - east & west - two locations, **Center Median Circle.**	EA	22	$37.00	**$814.00**
NE-033	NE 12th Dr. & NE 12 Ct. Center **Median Circle.**	EA	22	$37.00	**$814.00**
NE-034	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	EA	22	$37.00	**$814.00**
NE-035	1200 NE 8Th Ave (Parcel # 26359-000-00 SW Corner of NE 492 & NE 8th Ave).	EA	22	$37.00	**$814.00**
NE-036	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	EA	22	$37.00	**$814.00**
NE-037	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	EA	22	$37.00	**$814.00**
NE-038	NE 5th Street and NE 9th Avenue.	EA	22	$35.00	**$770.00**
NE-039	NE Sanchez Avenue from E. State Road 40 to NE 3rd Street	EA	22	$35.00	**$770.00**
NE-040	NE Tuscawilla Avenue from NE 2nd Street to NE 3rd Street.	EA	22	$37.00	**$814.00**
NE-041	NE Osceola Ave / Walking trail mowing weed control starting at NE 14 St to NE 9 St. Southwest corner lot at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	EA	22	$37.00	**$814.00**
NE-042	NE Sanchez Ave from NE 9th St North to Dead End.	EA	22	$35.00	**$770.00**
NE-043	NE 9th St from RR Crossing to N Mag Ave (Weed eat, spray weeds in sidewalk and clean curb line) Start on the East side of RXR crossing.	EA	22	$37.00	**$814.00**
NE-044	NE 1st Avenue from State Road 40 to NE 5th Street north to the R&R Tracks.	EA	22	$37.00	**$814.00**
NE-045	N. Magnolia Avenue from State Road 40 to north of NE 5th Street R&R Tracks.	EA	22	$37.00	**$814.00**
NE-046	N Magnolia Avenue from NE 5th Street to NE 20th Street.	EA	22	$37.00	**$814.00**
NE-047	NE 5th Street from NE 1st Avenue to NE Watula Ave.	EA	22	$37.00	**$814.00**
NE-048	NE 13th St fron NE 16th Ave to NE 19th Ave.	EA	22	$37.00	**$814.00**
NE-049	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, **clean & edge all sidewalk.**	EA	22	$37.00	**$814.00**
NE-050	NE 17th Road from NE 14th Street to NE 14th Avenue - **Hurricane Battery**	EA	22	$37.00	**$814.00**
NE-051	NE 16th Ave From NE 14th St North to 1515 NE 16th Ave (Eastside).	EA	22	$37.00	**$814.00**
NE-052	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants.	EA	22	$37.00	**$814.00**
NE-053	NE 2nd Ave from NE 14th St ditch line. both sides of NE Old Jacksonville Rd	EA	22	$37.00	**$814.00**
NE-054	ROW NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	EA	22	$37.00	**$814.00**
NE-055	NE 8th Ave from NE 14th Street to NE 24th Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	EA	22	$37.00	**$814.00**
NE-056	NE 9th Ave from NE 12th St to NE 10th St.	EA	22	$35.00	**$770.00**
NE-057	NE 11th St from NE 9th Ave to NE 8th Ave.	EA	22	$35.00	**$770.00**
NE-058	Anthony Industrial Park Medians (NE 16th Street and NE 8th Avenue and ROW from NE 14th Ave to NE 16th St and East ROW from near NE 17th Place to NE 19th St).	EA	22	$37.00	**$814.00**
NE-059	NE 20th ST FROM NE 8th Rd East to NE 12th Ave Do not Mow ROW of 930 NE 20th St	EA	22	$37.00	**$814.00**
NE-060	NE 6th AVE From NE 21st ST TO NE 14th ST.	EA	22	$37.00	**$814.00**
NE-061	NE 21ST ST - NE 8TH Rd TO NE 6TH Ave.	EA	22	$37.00	**$814.00**
NE-062	N Magnolia Ave from Jacksonville Rd to N 28th Street (both sides).	EA	22	$37.00	**$814.00**
NE-063	Jacksonville Rd - from NE 20 St to N. Magnolia Ave.	EA	22	$35.00	**$770.00**
NE-064	NE 25th Street from 200A to dead end (Beside The Alibi Lounge).	EA	22	$35.00	**$770.00**
	Ne 28th Street from the dead end east. of NE 25th Avenue to Jacksonville Rd.	EA	22	$37.00	**$814.00**
NE-065	NE 14th AVE from NE 19th St to NE 35th St.	EA	22	$35.00	**$770.00**
NE-066	NE 22nd St. & NE 14th Ave Mow North & South ROW West of NE 14th Ave 150'.	EA	22	$35.00	**$770.00**
				ANNUAL PRICING	**$54,142.00**
					$108,284.00

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Exhibit C - NE Mowing Map CONTRACT# PWD/260377



Docusign Envelope ID: 19A0EC67-993F-8E9D-8337-B94F8F442D78

Holiday Schedule

New Year's Day

Thanksgiving Day

Day After Thanksgiving

Martin Luther King, Jr. Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

Juneteenth

Labor Day

Veterans' Day

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

Certificate Of Completion

Envelope Id: 19A0EC67-993F-8E9D-8337-B94F8F442D78
Status: Completed
Subject: SIGNATURE:(PWD/260377) Grounds Maintenance - Northeast - Sulter Precision Cuts, LLC
Source Envelope:
Document Pages: 23
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
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110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

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abartleson@ocalafl.gov
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/22/2026 3:34:39 PM Viewed: 4/27/2026 3:28:17 PM Signed: 4/27/2026 3:40:50 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ire Bethea, Sr. ibethea@ocalafl.gov City Council President Security Level: Email, Account Authentication (None)	Signed by: Ire Bethea, Sr. 213A418D4FA548D... Signature Adoption: Pre-selected Style Using IP Address: 98.180.105.25	Sent: 4/27/2026 3:40:51 PM Viewed: 4/28/2026 1:54:20 PM Signed: 4/28/2026 1:55:18 PM
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Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/28/2026 1:55:20 PM Viewed: 4/28/2026 3:36:45 PM Signed: 4/28/2026 3:37:02 PM
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Brandon Sulter sulterprecisioncuts@gmail.com Owner Security Level: Email, Account Authentication (None)	Signed by: 00BE820BE4D04E0... Signature Adoption: Drawn on Device Using IP Address: 2607:fb90:ef93:86b9:7c89:5bfb:c540:eaf Signed using mobile	Sent: 4/28/2026 3:37:04 PM Viewed: 4/28/2026 3:38:43 PM Signed: 4/28/2026 3:39:16 PM
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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 3:34:39 PM
Certified Delivered	Security Checked	4/28/2026 3:38:43 PM
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Electronic Record and Signature Disclosure

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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

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- You can 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.

File #: 2026-1474 Agenda Item #: 17a.

Submitted By: Judy Wade

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Monthly budget-to-actual report and Capital Improvement Project status report as of April 30, 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

In accordance with City Council direction, attached is a review of the budget-to-actual performance for April 2026. As previously committed, staff will supply the Council with a monthly informational budget-to-actual report at the earliest opportunity after closing balances of the prior month.

Attached is a fund-level summary of all revenues and expenses. For the General Fund, an additional summary report is available at the department level.

Typically, state revenues lag two months behind. Therefore, March and April revenues have not yet been recorded (i.e., Sales Tax, Municipal Revenue sharing, etc.). Additionally, Ad Valorem revenues are at 95.71 percent collected.

A financial status report for Capital Projects is also included.

GENERAL FUND

As of 4/30/2026

FUND # 001		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	62,000,000	62,000,000	0	62,000,000	0.00%
	Total CASH BALANCE FORWARD	**62,000,000**	**62,000,000**	**0**	**62,000,000**	**0.00%**
Revenues	Ad Valorem	44,600,364	44,600,364	42,686,979	1,913,385	95.71%
	Local Option Taxes	1,760,007	1,760,007	34,349	1,725,658	1.95%
	Utility Service Tax	12,300,000	12,300,000	6,841,744	5,458,256	55.62%
	Communications service Tax	3,300,000	3,300,000	1,747,789	1,552,211	52.96%
	Local Business Tax	436,000	436,000	332,106	103,894	76.17%
	Permits, Fees, Spec Assess	17,756,500	17,756,500	17,085,144	671,356	96.22%
	Intergovernmental Revenue	10,017,106	10,830,390	4,927,316	5,903,074	45.50%
	Charges for Service	4,768,745	4,768,745	5,564,559	(795,814)	116.69%
	Fines & Forfeits	580,000	580,000	564,328	15,672	97.30%
	Miscellaneous Revenues	818,229	918,229	2,588,099	(1,669,870)	281.86%
	Total Revenues	**96,336,951**	**97,250,235**	**82,372,414**	**14,877,821**	**84.70%**
Transfers from Other Funds	Interfund Transfers	29,763,661	29,856,105	17,452,526	12,403,579	58.46%
	Total Transfers from Other Funds	**29,763,661**	**29,856,105**	**17,452,526**	**12,403,579**	**58.46%**
TOTAL REVENUES & TRANSFERS		**188,100,612**	**189,106,340**	**99,824,940**	**89,281,400**	**52.79%**
Operating Expenditures	Salaries & Benefits	104,675,733	108,442,658	56,191,410	52,251,248	51.82%
	Operating	26,044,595	27,952,874	17,723,650	10,229,224	63.41%
	Capital	1,783,774	6,713,461	4,870,835	1,842,626	72.55%
	Non-Operating	188,000	210,250	194,354	15,896	92.44%
	Total Operating Expenditures	**132,692,102**	**143,319,243**	**78,980,249**	**64,338,994**	**55.11%**
Transfers & Reserves	Transfers to Other Funds	12,352,039	12,352,039	8,720,220	3,631,819	70.60%
	Reserves	43,056,471	39,613,303	0	39,613,303	0.00%
	Total Transfers & Reserves	**55,408,510**	**51,965,342**	**8,720,220**	**43,245,122**	**16.78%**
TOTAL EXPENDITURES		**188,100,612**	**195,284,585**	**87,700,468**	**107,584,117**	**44.91%**

FUND # 091		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,534,020	4,534,020	0	4,534,020	0.00%
	Total CASH BALANCE FORWARD	**4,534,020**	**4,534,020**	**0**	**4,534,020**	**0.00%**
Revenues	Ad Valorem	6,076,296	6,076,296	5,814,794	261,502	95.70%
	Miscellaneous Revenues	0	0	257,348	(257,348)	0.00%
	Total Revenues	**6,076,296**	**6,076,296**	**6,072,142**	**4,154**	**99.93%**
TOTAL REVENUES & TRANSFERS		**10,610,316**	**10,610,316**	**6,072,142**	**4,538,174**	**57.23%**
Operating Expenditures	Non-Operating	661,700	55,000	0	55,000	0.00%
	Operating	1,286,602	2,937,923	2,656,715	281,208	90.43%
	Capital	1,850,000	2,086,000	236,000	1,850,000	11.31%
	Salaries & Benefits	1,105,948	1,105,948	571,851	534,097	51.71%
	Total Operating Expenditures	**4,904,250**	**6,184,871**	**3,464,567**	**2,720,304**	**56.02%**
Transfers & Reserves	Transfers to Other Funds	0	606,700	97,434	509,266	16.06%
	Reserves	5,706,066	5,706,066	0	5,706,066	0.00%
	Total Transfers & Reserves	**5,706,066**	**6,312,766**	**97,434**	**6,215,332**	**1.54%**
TOTAL EXPENDITURES		**10,610,316**	**12,497,637**	**3,562,001**	**8,935,636**	**28.50%**

FIRE/POLICE IMPROVEMENTS

As of 4/30/2026

FUND # 092		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,896,279	2,896,279	0	2,896,279	0.00%
	Total CASH BALANCE FORWARD	**2,896,279**	**2,896,279**	**0**	**2,896,279**	**0.00%**
Revenues	Ad Valorem	2,025,432	2,025,432	1,938,265	87,167	95.70%
	Miscellaneous Revenues	0	0	118,951	(118,951)	0.00%
	Total Revenues	**2,025,432**	**2,025,432**	**2,057,215**	**(31,783)**	**101.57%**
TOTAL REVENUES & TRANSFERS		**4,921,711**	**4,921,711**	**2,057,215**	**2,864,496**	**41.80%**
Operating Expenditures	Operating	293,900	441,664	267,564	174,100	60.58%
	Capital	2,633,634	4,490,403	3,906,072	584,331	86.99%
	Total Operating Expenditures	**2,927,534**	**4,932,067**	**4,173,635**	**758,432**	**84.62%**
Transfers & Reserves	Reserves	1,994,177	1,994,177	0	1,994,177	0.00%
	Total Transfers & Reserves	**1,994,177**	**1,994,177**	**0**	**1,994,177**	**0.00%**
TOTAL EXPENDITURES		**4,921,711**	**6,926,244**	**4,173,635**	**2,752,609**	**60.26%**

PARKING FUND

As of 4/30/2026

FUND # 094		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	56,032	56,032	0	56,032	0.00%
	Total CASH BALANCE FORWARD	**56,032**	**56,032**	**0**	**56,032**	**0.00%**
Revenues	Charges for Service	161,000	161,000	89,954	71,046	55.87%
	Fines & Forfeits	17,500	17,500	50,101	(32,601)	286.29%
	Miscellaneous Revenues	0	0	4,306	(4,306)	0.00%
	Total Revenues	**178,500**	**178,500**	**144,361**	**34,139**	**80.87%**
Transfers from Other Funds	Interfund Transfers	312,546	312,546	182,319	130,228	58.33%
	Total Transfers from Other Funds	**312,546**	**312,546**	**182,319**	**130,228**	**58.33%**
TOTAL REVENUES & TRANSFERS		**547,078**	**547,078**	**326,680**	**220,398**	**59.71%**
Operating Expenditures	Salaries & Benefits	235,650	235,650	123,719	111,931	52.50%
	Operating	254,794	256,209	77,990	178,219	30.44%
	Capital	56,634	56,634	51,632	5,002	91.17%
	Total Operating Expenditures	**547,078**	**548,493**	**253,341**	**295,152**	**46.19%**
TOTAL EXPENDITURES		**547,078**	**548,493**	**253,341**	**295,152**	**46.19%**

FIRE IMPACT FEES

As of 4/30/2026

FUND # 097		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	585,427	585,427	0	585,427	0.00%
	Total CASH BALANCE FORWARD	**585,427**	**585,427**	**0**	**585,427**	**0.00%**
Revenues	Permits, Fees, Spec Assess	0	0	267,753	(267,753)	0.00%
	Miscellaneous Revenues	0	0	25,700	(25,700)	0.00%
	Total Revenues	**0**	**0**	**293,452**	**(293,452)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**585,427**	**585,427**	**293,452**	**291,975**	**50.13%**
Operating Expenditures	Capital	0	707,222	707,222	0	100.00%
	Total Operating Expenditures	**0**	**707,222**	**707,222**	**0**	**100.00%**
Transfers & Reserves	Reserves	585,427	585,427	0	585,427	0.00%
	Total Transfers & Reserves	**585,427**	**585,427**	**0**	**585,427**	**0.00%**
TOTAL EXPENDITURES		**585,427**	**1,292,649**	**707,222**	**585,427**	**54.71%**

1/8 MILL NEIGHBORHOOD ENHANCE

As of 4/30/2026

FUND # 103		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,691,171	1,691,171	0	1,691,171	0.00%
	Total CASH BALANCE FORWARD	**1,691,171**	**1,691,171**	**0**	**1,691,171**	**0.00%**
Revenues	Ad Valorem	1,012,716	1,012,716	969,132	43,584	95.70%
	Miscellaneous Revenues	0	0	57,030	(57,030)	0.00%
	Total Revenues	**1,012,716**	**1,012,716**	**1,026,163**	**(13,447)**	**101.33%**
TOTAL REVENUES & TRANSFERS		**2,703,887**	**2,703,887**	**1,026,163**	**1,677,724**	**37.95%**
Operating Expenditures	Operating	420,000	527,864	351,926	175,938	66.67%
	Capital	215,000	215,000	120,269	94,731	55.94%
	Total Operating Expenditures	**635,000**	**742,864**	**472,195**	**270,669**	**63.56%**
Transfers & Reserves	Reserves	2,068,887	2,068,887	0	2,068,887	0.00%
	Total Transfers & Reserves	**2,068,887**	**2,068,887**	**0**	**2,068,887**	**0.00%**
TOTAL EXPENDITURES		**2,703,887**	**2,811,751**	**472,195**	**2,339,556**	**16.79%**

LOCAL GASOLINE TAX

As of 4/30/2026

FUND # 109		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,513,890	3,513,890	0	3,513,890	0.00%
	Total CASH BALANCE FORWARD	**3,513,890**	**3,513,890**	**0**	**3,513,890**	**0.00%**
Revenues	Local Option Taxes	5,366,672	5,366,672	2,274,317	3,092,355	42.38%
	Charges for Service	514,728	514,728	0	514,728	0.00%
	Fines & Forfeits	5,000	5,000	0	5,000	0.00%
	Miscellaneous Revenues	22,000	22,000	179,715	(157,715)	816.88%
	Total Revenues	**5,908,400**	**5,908,400**	**2,454,032**	**3,454,368**	**41.53%**
TOTAL REVENUES & TRANSFERS		**9,422,290**	**9,422,290**	**2,454,032**	**6,968,258**	**26.04%**
Operating Expenditures	Operating	2,214,945	2,336,990	1,559,004	777,986	66.71%
	Capital	764,183	2,878,859	2,724,871	153,988	94.65%
	Salaries & Benefits	1,943,693	1,943,693	1,189,644	754,049	61.21%
	Total Operating Expenditures	**4,922,821**	**7,159,542**	**5,473,518**	**1,686,024**	**76.45%**
Transfers & Reserves	Reserves	4,499,469	4,499,469	0	4,499,469	0.00%
	Total Transfers & Reserves	**4,499,469**	**4,499,469**	**0**	**4,499,469**	**0.00%**
TOTAL EXPENDITURES		**9,422,290**	**11,659,011**	**5,473,518**	**6,185,493**	**46.95%**

DOWNTOWN DEVELOPMENT

As of 4/30/2026

FUND # 111		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	537,898	537,898	0	537,898	0.00%
	Total CASH BALANCE FORWARD	**537,898**	**537,898**	**0**	**537,898**	**0.00%**
Revenues	Ad Valorem	157,167	157,167	151,191	5,976	96.20%
	Miscellaneous Revenues	0	0	11,904	(11,904)	0.00%
	Total Revenues	**157,167**	**157,167**	**163,095**	**(5,928)**	**103.77%**
TOTAL REVENUES & TRANSFERS		**695,065**	**695,065**	**163,095**	**531,970**	**23.46%**
Operating Expenditures	Operating	142,821	142,821	5,018	137,803	3.51%
	Non-Operating	175	175	175	0	100.00%
	Salaries & Benefits	4,428	4,428	2,583	1,845	58.33%
	Total Operating Expenditures	**147,424**	**147,424**	**7,776**	**139,648**	**5.27%**
Transfers & Reserves	Transfers to Other Funds	10,000	10,000	5,833	4,167	58.33%
	Reserves	537,641	537,641	0	537,641	0.00%
	Total Transfers & Reserves	**547,641**	**547,641**	**5,833**	**541,808**	**1.07%**
TOTAL EXPENDITURES		**695,065**	**695,065**	**13,609**	**681,456**	**1.96%**

AFFORDABLE HOUSING FUND

As of 4/30/2026

FUND # 112		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,370,820	1,370,820	0	1,370,820	0.00%
	Total CASH BALANCE FORWARD	**1,370,820**	**1,370,820**	**0**	**1,370,820**	**0.00%**
Revenues	Charges for Service	86,000	86,000	57,337	28,663	66.67%
	Miscellaneous Revenues	0	0	43,503	(43,503)	0.00%
	Total Revenues	**86,000**	**86,000**	**100,841**	**(14,841)**	**117.26%**
TOTAL REVENUES & TRANSFERS		**1,456,820**	**1,456,820**	**100,841**	**1,355,979**	**6.92%**
Operating Expenditures	Non-Operating	200,000	200,000	0	200,000	0.00%
	Total Operating Expenditures	**200,000**	**200,000**	**0**	**200,000**	**0.00%**
Transfers & Reserves	Reserves	1,256,820	1,256,820	0	1,256,820	0.00%
	Total Transfers & Reserves	**1,256,820**	**1,256,820**	**0**	**1,256,820**	**0.00%**
TOTAL EXPENDITURES		**1,456,820**	**1,456,820**	**0**	**1,456,820**	**0.00%**

BUILDING FUND

As of 4/30/2026

FUND # 115		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,269,356	3,269,356	0	3,269,356	0.00%
	Total CASH BALANCE FORWARD	**3,269,356**	**3,269,356**	**0**	**3,269,356**	**0.00%**
Revenues	Permits, Fees, Spec Assess	2,605,000	2,605,000	895,992	1,709,008	34.40%
	Charges for Service	1,002,750	1,002,750	321,615	681,135	32.07%
	Miscellaneous Revenues	0	0	27,480	(27,480)	0.00%
	Total Revenues	**3,607,750**	**3,607,750**	**1,245,087**	**2,362,663**	**34.51%**
TOTAL REVENUES & TRANSFERS		**6,877,106**	**6,877,106**	**1,245,087**	**5,632,019**	**18.10%**
Operating Expenditures	Salaries & Benefits	2,837,839	2,837,839	1,368,416	1,469,423	48.22%
	Operating	780,265	861,977	432,316	429,661	50.15%
	Capital	0	12,391	12,391	0	100.00%
	Total Operating Expenditures	**3,618,104**	**3,712,207**	**1,813,122**	**1,899,085**	**48.84%**
Transfers & Reserves	Reserves	3,259,002	3,259,002	0	3,259,002	0.00%
	Total Transfers & Reserves	**3,259,002**	**3,259,002**	**0**	**3,259,002**	**0.00%**
TOTAL EXPENDITURES		**6,877,106**	**6,971,209**	**1,813,122**	**5,158,087**	**26.01%**

INFRASTRUCTURE SALES SURTAX

As of 4/30/2026

FUND # 120		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	11,419,468	11,419,468	0	11,419,468	0.00%
	Total CASH BALANCE FORWARD	**11,419,468**	**11,419,468**	**0**	**11,419,468**	**0.00%**
Revenues	Local Option Taxes	12,246,958	12,246,958	4,530,317	7,716,641	36.99%
	Miscellaneous Revenues	0	0	651,921	(651,921)	0.00%
	Total Revenues	**12,246,958**	**12,246,958**	**5,182,237**	**7,064,721**	**42.31%**
TOTAL REVENUES & TRANSFERS		**23,666,426**	**23,666,426**	**5,182,237**	**18,484,189**	**21.90%**
Operating Expenditures	Operating	5,155,000	6,187,802	4,054,916	2,132,886	65.53%
	Capital	8,505,231	30,086,309	24,842,799	5,243,510	82.57%
	Total Operating Expenditures	**13,660,231**	**36,274,111**	**28,897,715**	**7,376,396**	**79.66%**
Transfers & Reserves	Reserves	10,006,195	10,006,195	0	10,006,195	0.00%
	Total Transfers & Reserves	**10,006,195**	**10,006,195**	**0**	**10,006,195**	**0.00%**
TOTAL EXPENDITURES		**23,666,426**	**46,280,306**	**28,897,715**	**17,382,591**	**62.44%**

SHIP-LOCAL HOUSING ASSISTANCE

As of 4/30/2026

FUND # 140		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	398,144	340,114	58,030	85.42%
	Miscellaneous Revenues	0	1,152	12,556	(11,404)	1089.97%
	Total Revenues	**0**	**399,296**	**352,670**	**46,626**	**88.32%**
TOTAL REVENUES & TRANSFERS		**0**	**399,296**	**352,670**	**46,626**	**88.32%**
Operating Expenditures	Operating	0	596,552	329,069	267,483	55.16%
	Total Operating Expenditures	**0**	**596,552**	**329,069**	**267,483**	**55.16%**
TOTAL EXPENDITURES		**0**	**596,552**	**329,069**	**267,483**	**55.16%**

STORMWATER UTILITY

As of 4/30/2026

FUND # 158		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	12,931,126	12,931,126	0	12,931,126	0.00%
	Total CASH BALANCE FORWARD	**12,931,126**	**12,931,126**	**0**	**12,931,126**	**0.00%**
Revenues	Permits, Fees, Spec Assess	60,000	60,000	4,243	55,757	7.07%
	Intergovernmental Revenue	0	271,500	0	271,500	0.00%
	Charges for Service	8,601,240	8,601,240	4,664,135	3,937,105	54.23%
	Miscellaneous Revenues	0	0	300,772	(300,772)	0.00%
	Total Revenues	**8,661,240**	**8,932,740**	**4,969,150**	**3,963,590**	**55.63%**
TOTAL REVENUES & TRANSFERS		**21,592,366**	**21,863,866**	**4,969,150**	**16,894,716**	**22.73%**
Operating Expenditures	Salaries & Benefits	2,705,026	2,705,026	1,422,951	1,282,075	52.60%
	Operating	4,427,846	5,249,166	3,855,783	1,393,383	73.46%
	Capital	2,795,702	4,815,415	1,964,021	2,851,394	40.79%
	Total Operating Expenditures	**9,928,574**	**12,769,607**	**7,242,755**	**5,526,852**	**56.72%**
Transfers & Reserves	Reserves	11,663,792	11,113,792	0	11,113,792	0.00%
	Total Transfers & Reserves	**11,663,792**	**11,113,792**	**0**	**11,113,792**	**0.00%**
TOTAL EXPENDITURES		**21,592,366**	**23,883,399**	**7,242,755**	**16,640,644**	**30.33%**

FUND # 261		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,768,200	1,768,200	0	1,768,200	0.00%
	Total CASH BALANCE FORWARD	**1,768,200**	**1,768,200**	**0**	**1,768,200**	**0.00%**
Revenues	Miscellaneous Revenues	4,120	4,120	10,611	(6,491)	257.55%
	Total Revenues	**4,120**	**4,120**	**10,611**	**(6,491)**	**257.55%**
Transfers from Other Funds	Interfund Transfers	1,979,600	1,979,600	1,154,767	824,833	58.33%
	Total Transfers from Other Funds	**1,979,600**	**1,979,600**	**1,154,767**	**824,833**	**58.33%**
TOTAL REVENUES & TRANSFERS		**3,751,920**	**3,751,920**	**1,165,378**	**2,586,542**	**31.06%**
Operating Expenditures	Non-Operating	1,953,600	1,953,600	1,953,000	600	99.97%
	Total Operating Expenditures	**1,953,600**	**1,953,600**	**1,953,000**	**600**	**99.97%**
Transfers & Reserves	Transfers to Other Funds	3,520	3,520	0	3,520	0.00%
	Reserves	1,794,800	1,794,800	0	1,794,800	0.00%
	Total Transfers & Reserves	**1,798,320**	**1,798,320**	**0**	**1,798,320**	**0.00%**
TOTAL EXPENDITURES		**3,751,920**	**3,751,920**	**1,953,000**	**1,798,920**	**52.05%**

FUND # 265		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,167,484	4,167,484	0	4,167,484	0.00%
	Total CASH BALANCE FORWARD	**4,167,484**	**4,167,484**	**0**	**4,167,484**	**0.00%**
Transfers from Other Funds	Interfund Transfers	5,226,918	5,226,918	3,049,036	2,177,883	58.33%
	Total Transfers from Other Funds	**5,226,918**	**5,226,918**	**3,049,036**	**2,177,883**	**58.33%**
TOTAL REVENUES & TRANSFERS		**9,394,402**	**9,394,402**	**3,049,036**	**6,345,367**	**32.46%**
Operating Expenditures	Non-Operating	5,183,443	5,183,443	5,183,443	0	100.00%
	Total Operating Expenditures	**5,183,443**	**5,183,443**	**5,183,443**	**0**	**100.00%**
Transfers & Reserves	Reserves	4,210,959	4,210,959	0	4,210,959	0.00%
	Total Transfers & Reserves	**4,210,959**	**4,210,959**	**0**	**4,210,959**	**0.00%**
TOTAL EXPENDITURES		**9,394,402**	**9,394,402**	**5,183,443**	**4,210,959**	**55.18%**

DEBT SVC SINKING FUND-WTR & SW

As of 4/30/2026

FUND # 280		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,867,405	5,867,405	0	5,867,405	0.00%
	Total CASH BALANCE FORWARD	**5,867,405**	**5,867,405**	**0**	**5,867,405**	**0.00%**
Revenues	Miscellaneous Revenues	44,600	44,600	37,335	7,265	83.71%
	Total Revenues	**44,600**	**44,600**	**37,335**	**7,265**	**83.71%**
Transfers from Other Funds	Interfund Transfers	6,650,500	6,650,500	3,879,458	2,771,042	58.33%
	Total Transfers from Other Funds	**6,650,500**	**6,650,500**	**3,879,458**	**2,771,042**	**58.33%**
TOTAL REVENUES & TRANSFERS		**12,562,505**	**12,562,505**	**3,916,793**	**8,645,712**	**31.18%**
Operating Expenditures	Non-Operating	6,537,135	6,537,135	5,791,080	746,055	88.59%
	Total Operating Expenditures	**6,537,135**	**6,537,135**	**5,791,080**	**746,055**	**88.59%**
Transfers & Reserves	Transfers to Other Funds	42,740	42,740	0	42,740	0.00%
	Reserves	5,982,630	5,982,630	0	5,982,630	0.00%
	Total Transfers & Reserves	**6,025,370**	**6,025,370**	**0**	**6,025,370**	**0.00%**
TOTAL EXPENDITURES		**12,562,505**	**12,562,505**	**5,791,080**	**6,771,425**	**46.10%**

DEBT SVC SINKING FUND-ELECTRIC

As of 4/30/2026

FUND # 290		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,761,142	3,761,142	0	3,761,142	0.00%
	Total CASH BALANCE FORWARD	**3,761,142**	**3,761,142**	**0**	**3,761,142**	**0.00%**
Revenues	Miscellaneous Revenues	17,000	17,000	23,623	(6,623)	138.96%
	Total Revenues	**17,000**	**17,000**	**23,623**	**(6,623)**	**138.96%**
Transfers from Other Funds	Interfund Transfers	4,236,582	4,236,582	2,471,340	1,765,243	58.33%
	Total Transfers from Other Funds	**4,236,582**	**4,236,582**	**2,471,340**	**1,765,243**	**58.33%**
TOTAL REVENUES & TRANSFERS		**8,014,724**	**8,014,724**	**2,494,962**	**5,519,762**	**31.13%**
Operating Expenditures	Non-Operating	4,236,972	4,236,972	3,707,841	529,131	87.51%
	Total Operating Expenditures	**4,236,972**	**4,236,972**	**3,707,841**	**529,131**	**87.51%**
Transfers & Reserves	Transfers to Other Funds	16,460	16,460	0	16,460	0.00%
	Reserves	3,761,292	3,761,292	0	3,761,292	0.00%
	Total Transfers & Reserves	**3,777,752**	**3,777,752**	**0**	**3,777,752**	**0.00%**
TOTAL EXPENDITURES		**8,014,724**	**8,014,724**	**3,707,841**	**4,306,883**	**46.26%**

WATER RESOURCES CONSTRUCTION

As of 4/30/2026

FUND # 308		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	678,812	678,812	0	678,812	0.00%
	Total CASH BALANCE FORWARD	**678,812**	**678,812**	**0**	**678,812**	**0.00%**
Revenues	Intergovernmental Revenue	0	2,000,000	30,960	1,969,040	1.55%
	Charges for Service	0	0	5,401	(5,401)	0.00%
	Total Revenues	**0**	**2,000,000**	**36,361**	**1,963,639**	**1.82%**
Transfers from Other Funds	Interfund Transfers	16,399,869	18,399,869	9,566,590	8,833,279	51.99%
	Total Transfers from Other Funds	**16,399,869**	**18,399,869**	**9,566,590**	**8,833,279**	**51.99%**
TOTAL REVENUES & TRANSFERS		**17,078,681**	**21,078,681**	**9,602,951**	**11,475,730**	**45.56%**
Operating Expenditures	Operating	4,719,000	5,076,212	739,603	4,336,609	14.57%
	Capital	12,359,681	24,581,082	8,630,310	15,950,772	35.11%
	Total Operating Expenditures	**17,078,681**	**29,657,294**	**9,369,914**	**20,287,380**	**31.59%**
TOTAL EXPENDITURES		**17,078,681**	**29,657,294**	**9,369,914**	**20,287,380**	**31.59%**

ELECTRIC CONSTRUCTION FUND

As of 4/30/2026

FUND # 332		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,139,347	1,139,347	0	1,139,347	0.00%
	Total CASH BALANCE FORWARD	**1,139,347**	**1,139,347**	**0**	**1,139,347**	**0.00%**
Transfers from Other Funds	Interfund Transfers	8,975,653	8,975,653	5,235,798	3,739,855	58.33%
	Total Transfers from Other Funds	**8,975,653**	**8,975,653**	**5,235,798**	**3,739,855**	**58.33%**
TOTAL REVENUES & TRANSFERS		**10,115,000**	**10,115,000**	**5,235,798**	**4,879,202**	**51.76%**
Operating Expenditures	Operating	0	341,541	296,501	45,040	86.81%
	Capital	10,115,000	19,157,031	14,271,270	4,885,761	74.50%
	Total Operating Expenditures	**10,115,000**	**19,498,572**	**14,567,770**	**4,930,802**	**74.71%**
TOTAL EXPENDITURES		**10,115,000**	**19,498,572**	**14,567,770**	**4,930,802**	**74.71%**

AIRPORT GRANTS FUND

As of 4/30/2026

FUND # 341		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	3,490,741	338,256	3,152,485	9.69%
	Total Revenues	**0**	**3,490,741**	**338,256**	**3,152,485**	**9.69%**
TOTAL REVENUES & TRANSFERS		**0**	**3,490,741**	**338,256**	**3,152,485**	**9.69%**
Operating Expenditures	Operating	0	2,790,803	2,682,480	108,323	96.12%
	Capital	0	3,395,559	2,826,441	569,118	83.24%
	Total Operating Expenditures	**0**	**6,186,362**	**5,508,920**	**677,442**	**89.05%**
TOTAL EXPENDITURES		**0**	**6,186,362**	**5,508,920**	**677,442**	**89.05%**

COMMUNITY DEVEL BLOCK GRANT

As of 4/30/2026

FUND # 346		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	734,193	178,635	555,558	24.33%
	Miscellaneous Revenues	0	23,429	23,428	1	100.00%
	Total Revenues	**0**	**757,622**	**202,064**	**555,558**	**26.67%**
TOTAL REVENUES & TRANSFERS		**0**	**757,622**	**202,064**	**555,558**	**26.67%**
Operating Expenditures	Salaries & Benefits	0	256,740	134,622	122,118	52.44%
	Operating	0	850,839	364,840	485,999	42.88%
	Capital	0	75,000	0	75,000	0.00%
	Total Operating Expenditures	**0**	**1,182,579**	**499,461**	**683,118**	**42.23%**
TOTAL EXPENDITURES		**0**	**1,182,579**	**499,461**	**683,118**	**42.23%**

FUND # 451		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,454,213	3,454,213	0	3,454,213	0.00%
	Total CASH BALANCE FORWARD	**3,454,213**	**3,454,213**	**0**	**3,454,213**	**0.00%**
Revenues	Charges for Service	615,716	615,716	512,305	103,411	83.20%
	Miscellaneous Revenues	1,506,966	1,506,966	993,227	513,739	65.91%
	Total Revenues	**2,122,682**	**2,122,682**	**1,505,532**	**617,150**	**70.93%**
TOTAL REVENUES & TRANSFERS		**5,576,895**	**5,576,895**	**1,505,532**	**4,071,363**	**27.00%**
Operating Expenditures	Salaries & Benefits	792,317	792,317	390,996	401,321	49.35%
	Operating	872,154	1,453,045	1,014,476	438,569	69.82%
	Capital	0	1,068,563	760,333	308,230	71.15%
	Total Operating Expenditures	**1,664,471**	**3,313,925**	**2,165,805**	**1,148,120**	**65.35%**
Transfers & Reserves	Reserves	3,912,424	3,256,021	0	3,256,021	0.00%
	Total Transfers & Reserves	**3,912,424**	**3,256,021**	**0**	**3,256,021**	**0.00%**
TOTAL EXPENDITURES		**5,576,895**	**6,569,946**	**2,165,805**	**4,404,141**	**32.97%**

FUND # 452		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	105,376	105,376	0	105,376	0.00%
	Total CASH BALANCE FORWARD	**105,376**	**105,376**	**0**	**105,376**	**0.00%**
Revenues	Charges for Service	1,723,662	1,723,662	1,165,659	558,003	67.63%
	Miscellaneous Revenues	0	0	1,377	(1,377)	0.00%
	Total Revenues	**1,723,662**	**1,723,662**	**1,167,036**	**556,626**	**67.71%**
Transfers from Other Funds	Interfund Transfers	648,996	648,996	378,581	270,415	58.33%
	Total Transfers from Other Funds	**648,996**	**648,996**	**378,581**	**270,415**	**58.33%**
TOTAL REVENUES & TRANSFERS		**2,478,034**	**2,478,034**	**1,545,617**	**932,417**	**62.37%**
Operating Expenditures	Operating	2,011,479	2,011,479	1,191,102	820,377	59.22%
	Capital	293,555	318,961	118,237	200,724	37.07%
	Total Operating Expenditures	**2,305,034**	**2,330,440**	**1,309,339**	**1,021,101**	**56.18%**
Transfers & Reserves	Transfers to Other Funds	173,000	173,000	100,917	72,083	58.33%
	Total Transfers & Reserves	**173,000**	**173,000**	**100,917**	**72,083**	**58.33%**
TOTAL EXPENDITURES		**2,478,034**	**2,503,440**	**1,410,256**	**1,093,184**	**56.33%**

SANITATION

As of 4/30/2026

FUND # 453		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,519,594	4,519,594	0	4,519,594	0.00%
	Total CASH BALANCE FORWARD	**4,519,594**	**4,519,594**	**0**	**4,519,594**	**0.00%**
Revenues	Permits, Fees, Spec Assess	32,940	32,940	21,243	11,697	64.49%
	Charges for Service	20,000,000	20,000,000	9,362,496	10,637,504	46.81%
	Miscellaneous Revenues	0	0	194,245	(194,245)	0.00%
	Total Revenues	**20,032,940**	**20,032,940**	**9,577,984**	**10,454,956**	**47.81%**
TOTAL REVENUES & TRANSFERS		**24,552,534**	**24,552,534**	**9,577,984**	**14,974,550**	**39.01%**
Operating Expenditures	Salaries & Benefits	5,405,437	5,405,437	2,821,584	2,583,853	52.20%
	Operating	10,546,370	10,596,570	8,464,800	2,131,770	79.88%
	Capital	1,602,360	2,506,780	2,532,832	(26,052)	101.04%
	Total Operating Expenditures	**17,554,167**	**18,508,787**	**13,819,216**	**4,689,571**	**74.66%**
Transfers & Reserves	Transfers to Other Funds	2,479,425	2,479,425	1,446,331	1,033,094	58.33%
	Reserves	4,518,942	4,518,942	0	4,518,942	0.00%
	Total Transfers & Reserves	**6,998,367**	**6,998,367**	**1,446,331**	**5,552,036**	**20.67%**
TOTAL EXPENDITURES		**24,552,534**	**25,507,154**	**15,265,548**	**10,241,607**	**59.85%**

WATER RESOURCES FUND

As of 4/30/2026

FUND # 455		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	21,111,994	21,111,994	0	21,111,994	0.00%
	Total CASH BALANCE FORWARD	**21,111,994**	**21,111,994**	**0**	**21,111,994**	**0.00%**
Revenues	Charges for Service	57,461,173	57,461,173	30,520,216	26,940,957	53.11%
	Miscellaneous Revenues	99,017	99,017	483,459	(384,442)	488.26%
	Total Revenues	**57,560,190**	**57,560,190**	**31,003,675**	**26,556,515**	**53.86%**
Transfers from Other Funds	Interfund Transfers	42,740	42,740	0	42,740	0.00%
	Total Transfers from Other Funds	**42,740**	**42,740**	**0**	**42,740**	**0.00%**
TOTAL REVENUES & TRANSFERS		**78,714,924**	**78,714,924**	**31,003,675**	**47,711,249**	**39.39%**
Operating Expenditures	Salaries & Benefits	12,145,752	12,145,752	6,266,985	5,878,767	51.60%
	Operating	19,297,788	19,287,835	13,025,963	6,261,872	67.53%
	Capital	1,696,394	2,848,930	2,652,910	196,020	93.12%
	Total Operating Expenditures	**33,139,934**	**34,282,517**	**21,945,858**	**12,336,658**	**64.01%**
Transfers & Reserves	Transfers to Other Funds	29,172,617	31,172,617	17,017,360	14,155,257	54.59%
	Reserves	16,402,373	14,402,373	0	14,402,373	0.00%
	Total Transfers & Reserves	**45,574,990**	**45,574,990**	**17,017,360**	**28,557,630**	**37.34%**
TOTAL EXPENDITURES		**78,714,924**	**79,857,507**	**38,963,218**	**40,894,288**	**48.79%**

FUND # 457		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	18,892,885	18,892,885	0	18,892,885	0.00%
	Total CASH BALANCE FORWARD	**18,892,885**	**18,892,885**	**0**	**18,892,885**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(135,276)	135,276	0.00%
	Charges for Service	183,557,748	183,557,748	112,521,662	71,036,086	61.30%
	Fines & Forfeits	159,047	159,047	61,282	97,765	38.53%
	Miscellaneous Revenues	1,255,360	1,255,360	11,986,407	(10,731,047)	954.82%
	Total Revenues	**184,972,155**	**184,972,155**	**124,434,076**	**60,538,079**	**67.27%**
Transfers from Other Funds	Interfund Transfers	16,460	16,460	0	16,460	0.00%
	Total Transfers from Other Funds	**16,460**	**16,460**	**0**	**16,460**	**0.00%**
TOTAL REVENUES & TRANSFERS		**203,881,500**	**203,881,500**	**124,434,076**	**79,447,424**	**61.03%**
Operating Expenditures	Salaries & Benefits	24,398,774	24,398,774	12,887,474	11,511,300	52.82%
	Operating	132,214,552	132,412,567	88,015,021	44,397,546	66.47%
	Capital	2,884,184	4,652,846	4,313,265	339,581	92.70%
	Non-Operating	0	0	78,864	(78,864)	0.00%
	Total Operating Expenditures	**159,497,510**	**161,464,187**	**105,294,624**	**56,169,563**	**65.21%**
Transfers & Reserves	Transfers to Other Funds	33,265,522	33,265,522	19,404,888	13,860,634	58.33%
	Reserves	11,118,468	11,118,468	0	11,118,468	0.00%
	Total Transfers & Reserves	**44,383,990**	**44,383,990**	**19,404,888**	**24,979,102**	**43.72%**
TOTAL EXPENDITURES		**203,881,500**	**205,848,177**	**124,699,512**	**81,148,665**	**60.58%**

FUND # 490		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,830,104	5,830,104	0	5,830,104	0.00%
	Total CASH BALANCE FORWARD	**5,830,104**	**5,830,104**	**0**	**5,830,104**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(51,289)	51,289	0.00%
	Charges for Service	8,149,772	8,149,772	4,404,971	3,744,801	54.05%
	Miscellaneous Revenues	0	0	220,421	(220,421)	0.00%
	Total Revenues	**8,149,772**	**8,149,772**	**4,574,104**	**3,575,669**	**56.13%**
TOTAL REVENUES & TRANSFERS		**13,979,876**	**13,979,876**	**4,574,104**	**9,405,773**	**32.72%**
Operating Expenditures	Salaries & Benefits	3,924,213	3,924,213	1,796,781	2,127,432	45.79%
	Operating	542,345	1,093,545	668,776	424,769	61.16%
	Capital	5,665,343	9,932,327	3,227,560	6,704,767	32.50%
	Total Operating Expenditures	**10,131,901**	**14,950,085**	**5,693,117**	**9,256,968**	**38.08%**
Transfers & Reserves	Transfers to Other Funds	1,095,181	1,095,181	638,856	456,325	58.33%
	Reserves	2,752,794	2,752,794	0	2,752,794	0.00%
	Total Transfers & Reserves	**3,847,975**	**3,847,975**	**638,856**	**3,209,119**	**16.60%**
TOTAL EXPENDITURES		**13,979,876**	**18,798,060**	**6,331,972**	**12,466,088**	**33.68%**

FUND # 494		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	999,168	865,783	133,385	86.65%
	Charges for Service	0	0	144,810	(144,810)	0.00%
	Miscellaneous Revenues	0	0	3,662	(3,662)	0.00%
	Total Revenues	**0**	**999,168**	**1,014,255**	**(15,087)**	**101.51%**
Transfers from Other Funds	Interfund Transfers	0	606,700	84,735	521,965	13.97%
	Total Transfers from Other Funds	**0**	**606,700**	**84,735**	**521,965**	**13.97%**
TOTAL REVENUES & TRANSFERS		**0**	**1,605,868**	**1,098,991**	**506,877**	**68.44%**
Operating Expenditures	Salaries & Benefits	0	505,962	188,286	317,676	37.21%
	Operating	0	6,736,711	3,904,085	2,832,626	57.95%
	Capital	0	19,229,307	8,367,386	10,861,921	43.51%
	Total Operating Expenditures	**0**	**26,471,980**	**12,459,757**	**14,012,223**	**47.07%**
TOTAL EXPENDITURES		**0**	**26,471,980**	**12,459,757**	**14,012,223**	**47.07%**

FUND # 610		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,026,958	1,026,958	0	1,026,958	0.00%
	Total CASH BALANCE FORWARD	**1,026,958**	**1,026,958**	**0**	**1,026,958**	**0.00%**
Revenues	Fines & Forfeits	117,000	117,000	163,318	(46,318)	139.59%
	Miscellaneous Revenues	23,000	23,000	28,979	(5,979)	126.00%
	Total Revenues	**140,000**	**140,000**	**192,298**	**(52,298)**	**137.36%**
TOTAL REVENUES & TRANSFERS		**1,166,958**	**1,166,958**	**192,298**	**974,660**	**16.48%**
Operating Expenditures	Operating	299,435	299,435	223,884	75,551	74.77%
	Capital	0	61,815	55,965	5,850	90.54%
	Non-Operating	15,000	15,000	10,685	4,315	71.23%
	Total Operating Expenditures	**314,435**	**376,250**	**290,534**	**85,716**	**77.22%**
Transfers & Reserves	Reserves	852,523	790,708	0	790,708	0.00%
	Total Transfers & Reserves	**852,523**	**790,708**	**0**	**790,708**	**0.00%**
TOTAL EXPENDITURES		**1,166,958**	**1,166,958**	**290,534**	**876,424**	**24.90%**

FUND # 615		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	387,367	387,367	0	387,367	0.00%
	Total CASH BALANCE FORWARD	**387,367**	**387,367**	**0**	**387,367**	**0.00%**
Revenues	Permits, Fees, Spec Assess	625,770	625,770	305,012	320,758	48.74%
	Miscellaneous Revenues	0	0	58,204	(58,204)	0.00%
	Total Revenues	**625,770**	**625,770**	**363,217**	**262,554**	**58.04%**
TOTAL REVENUES & TRANSFERS		**1,013,137**	**1,013,137**	**363,217**	**649,921**	**35.85%**
Operating Expenditures	Capital	150,000	594,550	444,549	150,001	74.77%
	Total Operating Expenditures	**150,000**	**594,550**	**444,549**	**150,001**	**74.77%**
Transfers & Reserves	Reserves	863,137	863,137	0	863,137	0.00%
	Total Transfers & Reserves	**863,137**	**863,137**	**0**	**863,137**	**0.00%**
TOTAL EXPENDITURES		**1,013,137**	**1,457,687**	**444,549**	**1,013,138**	**30.50%**

FUND # 616		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,295,535	5,295,535	0	5,295,535	0.00%
	Total CASH BALANCE FORWARD	**5,295,535**	**5,295,535**	**0**	**5,295,535**	**0.00%**
Revenues	Permits, Fees, Spec Assess	1,537,901	1,537,901	1,058,990	478,911	68.86%
	Miscellaneous Revenues	0	0	289,879	(289,879)	0.00%
	Total Revenues	**1,537,901**	**1,537,901**	**1,348,869**	**189,032**	**87.71%**
TOTAL REVENUES & TRANSFERS		**6,833,436**	**6,833,436**	**1,348,869**	**5,484,567**	**19.74%**
Operating Expenditures	Operating	600,000	1,000,203	46,021	954,182	4.60%
	Capital	4,296,250	6,540,967	2,875,338	3,665,629	43.96%
	Total Operating Expenditures	**4,896,250**	**7,541,170**	**2,921,359**	**4,619,811**	**38.74%**
Transfers & Reserves	Reserves	1,937,186	1,937,186	0	1,937,186	0.00%
	Total Transfers & Reserves	**1,937,186**	**1,937,186**	**0**	**1,937,186**	**0.00%**
TOTAL EXPENDITURES		**6,833,436**	**9,478,356**	**2,921,359**	**6,556,997**	**30.82%**

FUND # 620		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,053,000	1,053,000	0	1,053,000	0.00%
	Total CASH BALANCE FORWARD	**1,053,000**	**1,053,000**	**0**	**1,053,000**	**0.00%**
Revenues	Intergovernmental Revenue	675,326	675,326	598,767	76,559	88.66%
	Miscellaneous Revenues	0	0	93,111	(93,111)	0.00%
	Total Revenues	**675,326**	**675,326**	**691,878**	**(16,552)**	**102.45%**
Transfers from Other Funds	Interfund Transfers	984,384	984,384	985,686	(1,302)	100.13%
	Total Transfers from Other Funds	**984,384**	**984,384**	**985,686**	**(1,302)**	**100.13%**
TOTAL REVENUES & TRANSFERS		**2,712,710**	**2,712,710**	**1,677,564**	**1,035,146**	**61.84%**
Operating Expenditures	Salaries & Benefits	16,637	16,637	16	16,621	0.09%
	Operating	227,376	227,376	4,200	223,176	1.85%
	Capital	746,000	1,178,072	432,072	746,000	36.68%
	Non-Operating	400,000	400,000	156,602	243,398	39.15%
	Total Operating Expenditures	**1,390,013**	**1,822,085**	**592,889**	**1,229,196**	**32.54%**
Transfers & Reserves	Reserves	1,322,697	1,322,697	0	1,322,697	0.00%
	Total Transfers & Reserves	**1,322,697**	**1,322,697**	**0**	**1,322,697**	**0.00%**
TOTAL EXPENDITURES		**2,712,710**	**3,144,782**	**592,889**	**2,551,893**	**18.85%**

DOWNTOWN REDEVELOPMENT SUBAREA

As of 4/30/2026

FUND # 621		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,074,226	1,074,226	0	1,074,226	0.00%
	Total CASH BALANCE FORWARD	**1,074,226**	**1,074,226**	**0**	**1,074,226**	**0.00%**
Revenues	Intergovernmental Revenue	456,186	456,186	401,554	54,632	88.02%
	Miscellaneous Revenues	0	0	81,737	(81,737)	0.00%
	Total Revenues	**456,186**	**456,186**	**483,292**	**(27,106)**	**105.94%**
Transfers from Other Funds	Interfund Transfers	664,956	664,956	661,037	3,919	99.41%
	Total Transfers from Other Funds	**664,956**	**664,956**	**661,037**	**3,919**	**99.41%**
TOTAL REVENUES & TRANSFERS		**2,195,368**	**2,195,368**	**1,144,328**	**1,051,040**	**52.12%**
Operating Expenditures	Salaries & Benefits	8,318	8,318	8	8,310	0.09%
	Operating	133,823	158,823	12,668	146,155	7.98%
	Capital	752,000	958,732	300,637	658,095	31.36%
	Non-Operating	642,000	642,000	187,362	454,638	29.18%
	Total Operating Expenditures	**1,536,141**	**1,767,873**	**500,675**	**1,267,198**	**28.32%**
Transfers & Reserves	Reserves	659,227	659,227	0	659,227	0.00%
	Total Transfers & Reserves	**659,227**	**659,227**	**0**	**659,227**	**0.00%**
TOTAL EXPENDITURES		**2,195,368**	**2,427,100**	**500,675**	**1,926,425**	**20.63%**

FUND # 622		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	568,464	568,464	0	568,464	0.00%
	Total CASH BALANCE FORWARD	**568,464**	**568,464**	**0**	**568,464**	**0.00%**
Revenues	Intergovernmental Revenue	284,483	284,483	250,642	33,841	88.10%
	Miscellaneous Revenues	0	0	51,986	(51,986)	0.00%
	Total Revenues	**284,483**	**284,483**	**302,628**	**(18,145)**	**106.38%**
Transfers from Other Funds	Interfund Transfers	414,675	414,675	412,605	2,070	99.50%
	Total Transfers from Other Funds	**414,675**	**414,675**	**412,605**	**2,070**	**99.50%**
TOTAL REVENUES & TRANSFERS		**1,267,622**	**1,267,622**	**715,233**	**552,389**	**56.42%**
Operating Expenditures	Salaries & Benefits	11,091	11,091	11	11,081	0.09%
	Operating	127,007	155,428	34,902	120,526	22.46%
	Capital	157,000	423,590	266,589	157,001	62.94%
	Non-Operating	50,000	50,000	36,636	13,364	73.27%
	Total Operating Expenditures	**345,098**	**640,109**	**338,138**	**301,971**	**52.83%**
Transfers & Reserves	Reserves	922,524	922,524	0	922,524	0.00%
	Total Transfers & Reserves	**922,524**	**922,524**	**0**	**922,524**	**0.00%**
TOTAL EXPENDITURES		**1,267,622**	**1,562,633**	**338,138**	**1,224,495**	**21.64%**

FUND # 623		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,334,431	2,334,431	0	2,334,431	0.00%
	Total CASH BALANCE FORWARD	**2,334,431**	**2,334,431**	**0**	**2,334,431**	**0.00%**
Revenues	Intergovernmental Revenue	1,096,077	1,096,077	966,794	129,283	88.20%
	Miscellaneous Revenues	0	0	134,777	(134,777)	0.00%
	Total Revenues	**1,096,077**	**1,096,077**	**1,101,571**	**(5,494)**	**100.50%**
Transfers from Other Funds	Interfund Transfers	1,597,689	1,597,689	1,591,530	6,159	99.61%
	Total Transfers from Other Funds	**1,597,689**	**1,597,689**	**1,591,530**	**6,159**	**99.61%**
TOTAL REVENUES & TRANSFERS		**5,028,197**	**5,028,197**	**2,693,100**	**2,335,097**	**53.56%**
Operating Expenditures	Salaries & Benefits	19,408	19,408	18	19,390	0.09%
	Operating	240,060	248,046	12,269	235,777	4.95%
	Capital	550,000	1,499,434	955,083	544,352	63.70%
	Non-Operating	680,000	680,000	185,318	494,682	27.25%
	Total Operating Expenditures	**1,489,468**	**2,446,888**	**1,152,687**	**1,294,201**	**47.11%**
Transfers & Reserves	Reserves	3,538,729	3,538,729	0	3,538,729	0.00%
	Total Transfers & Reserves	**3,538,729**	**3,538,729**	**0**	**3,538,729**	**0.00%**
TOTAL EXPENDITURES		**5,028,197**	**5,985,617**	**1,152,687**	**4,832,930**	**19.26%**

DISABILITY INCOME REPLACEMENT

As of 4/30/2026

FUND # 624		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	46,442	46,442	0	46,442	0.00%
	Total CASH BALANCE FORWARD	**46,442**	**46,442**	**0**	**46,442**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	1,159	(1,159)	0.00%
	Total Revenues	**0**	**0**	**1,159**	**(1,159)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**46,442**	**46,442**	**1,159**	**45,283**	**2.50%**
Operating Expenditures	Operating	3,826	3,826	2,207	1,619	57.68%
	Total Operating Expenditures	**3,826**	**3,826**	**2,207**	**1,619**	**57.68%**
Transfers & Reserves	Reserves	42,616	42,616	0	42,616	0.00%
	Total Transfers & Reserves	**42,616**	**42,616**	**0**	**42,616**	**0.00%**
TOTAL EXPENDITURES		**46,442**	**46,442**	**2,207**	**44,235**	**4.75%**

GENERAL LIABILITY CLAIMS FUND

As of 4/30/2026

FUND # 626		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,478,848	5,478,848	0	5,478,848	0.00%
	Total CASH BALANCE FORWARD	**5,478,848**	**5,478,848**	**0**	**5,478,848**	**0.00%**
Revenues	Fines & Forfeits	194,000	194,000	24,385	169,615	12.57%
	Miscellaneous Revenues	0	0	151,107	(151,107)	0.00%
	Total Revenues	**194,000**	**194,000**	**175,491**	**18,509**	**90.46%**
TOTAL REVENUES & TRANSFERS		**5,672,848**	**5,672,848**	**175,491**	**5,497,357**	**3.09%**
Operating Expenditures	Operating	388,411	295,967	262,249	33,718	88.61%
	Total Operating Expenditures	**388,411**	**295,967**	**262,249**	**33,718**	**88.61%**
Transfers & Reserves	Transfers to Other Funds	0	92,444	92,444	0	100.00%
	Reserves	5,284,437	5,284,437	0	5,284,437	0.00%
	Total Transfers & Reserves	**5,284,437**	**5,376,881**	**92,444**	**5,284,437**	**1.72%**
TOTAL EXPENDITURES		**5,672,848**	**5,672,848**	**354,693**	**5,318,155**	**6.25%**

FUND # 627		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,498,294	9,498,294	0	9,498,294	0.00%
	Total CASH BALANCE FORWARD	**9,498,294**	**9,498,294**	**0**	**9,498,294**	**0.00%**
Revenues	Miscellaneous Revenues	23,853,467	23,853,467	14,695,201	9,158,266	61.61%
	Total Revenues	**23,853,467**	**23,853,467**	**14,695,201**	**9,158,266**	**61.61%**
TOTAL REVENUES & TRANSFERS		**33,351,761**	**33,351,761**	**14,695,201**	**18,656,560**	**44.06%**
Operating Expenditures	Operating	24,022,059	24,426,518	14,627,705	9,798,813	59.88%
	Total Operating Expenditures	**24,022,059**	**24,426,518**	**14,627,705**	**9,798,813**	**59.88%**
Transfers & Reserves	Reserves	9,329,702	9,329,702	0	9,329,702	0.00%
	Total Transfers & Reserves	**9,329,702**	**9,329,702**	**0**	**9,329,702**	**0.00%**
TOTAL EXPENDITURES		**33,351,761**	**33,756,220**	**14,627,705**	**19,128,515**	**43.33%**

FUND # 628		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,702,036	9,702,036	0	9,702,036	0.00%
	Total CASH BALANCE FORWARD	**9,702,036**	**9,702,036**	**0**	**9,702,036**	**0.00%**
Revenues	Miscellaneous Revenues	2,753,572	2,753,572	2,052,343	701,229	74.53%
	Total Revenues	**2,753,572**	**2,753,572**	**2,052,343**	**701,229**	**74.53%**
TOTAL REVENUES & TRANSFERS		**12,455,608**	**12,455,608**	**2,052,343**	**10,403,265**	**16.48%**
Operating Expenditures	Salaries & Benefits	50,000	50,000	34,737	15,263	69.47%
	Operating	2,703,572	2,725,976	1,485,115	1,240,861	54.48%
	Total Operating Expenditures	**2,753,572**	**2,775,976**	**1,519,852**	**1,256,124**	**54.75%**
Transfers & Reserves	Reserves	9,702,036	9,679,632	0	9,679,632	0.00%
	Total Transfers & Reserves	**9,702,036**	**9,679,632**	**0**	**9,679,632**	**0.00%**
TOTAL EXPENDITURES		**12,455,608**	**12,455,608**	**1,519,852**	**10,935,756**	**12.20%**

FUND # 629		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	188,189,198	188,189,198	0	188,189,198	0.00%
	Total CASH BALANCE FORWARD	**188,189,198**	**188,189,198**	**0**	**188,189,198**	**0.00%**
Revenues	Miscellaneous Revenues	12,491,698	12,491,698	10,583,606	1,908,092	84.73%
	Total Revenues	**12,491,698**	**12,491,698**	**10,583,606**	**1,908,092**	**84.73%**
TOTAL REVENUES & TRANSFERS		**200,680,896**	**200,680,896**	**10,583,606**	**190,097,290**	**5.27%**
Operating Expenditures	Operating	17,777,000	17,777,000	9,572,445	8,204,555	53.85%
	Total Operating Expenditures	**17,777,000**	**17,777,000**	**9,572,445**	**8,204,555**	**53.85%**
Transfers & Reserves	Reserves	182,903,896	182,903,896	0	182,903,896	0.00%
	Total Transfers & Reserves	**182,903,896**	**182,903,896**	**0**	**182,903,896**	**0.00%**
TOTAL EXPENDITURES		**200,680,896**	**200,680,896**	**9,572,445**	**191,108,451**	**4.77%**

FUND # 631		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	99,701,140	99,701,140	0	99,701,140	0.00%
	Total CASH BALANCE FORWARD	**99,701,140**	**99,701,140**	**0**	**99,701,140**	**0.00%**
Revenues	Miscellaneous Revenues	6,900,754	6,900,754	6,126,142	774,612	88.77%
	Total Revenues	**6,900,754**	**6,900,754**	**6,126,142**	**774,612**	**88.77%**
TOTAL REVENUES & TRANSFERS		**106,601,894**	**106,601,894**	**6,126,142**	**100,475,752**	**5.75%**
Operating Expenditures	Operating	6,725,800	6,725,800	3,522,695	3,203,105	52.38%
	Total Operating Expenditures	**6,725,800**	**6,725,800**	**3,522,695**	**3,203,105**	**52.38%**
Transfers & Reserves	Reserves	99,876,094	99,876,094	0	99,876,094	0.00%
	Total Transfers & Reserves	**99,876,094**	**99,876,094**	**0**	**99,876,094**	**0.00%**
TOTAL EXPENDITURES		**106,601,894**	**106,601,894**	**3,522,695**	**103,079,199**	**3.30%**

FUND # 633		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	98,785,541	98,785,541	0	98,785,541	0.00%
	Total CASH BALANCE FORWARD	**98,785,541**	**98,785,541**	**0**	**98,785,541**	**0.00%**
Revenues	Miscellaneous Revenues	7,650,304	7,650,304	6,962,710	687,594	91.01%
	Total Revenues	**7,650,304**	**7,650,304**	**6,962,710**	**687,594**	**91.01%**
TOTAL REVENUES & TRANSFERS		**106,435,845**	**106,435,845**	**6,962,710**	**99,473,135**	**6.54%**
Operating Expenditures	Operating	7,920,500	7,920,500	4,188,945	3,731,555	52.89%
	Total Operating Expenditures	**7,920,500**	**7,920,500**	**4,188,945**	**3,731,555**	**52.89%**
Transfers & Reserves	Reserves	98,515,345	98,515,345	0	98,515,345	0.00%
	Total Transfers & Reserves	**98,515,345**	**98,515,345**	**0**	**98,515,345**	**0.00%**
TOTAL EXPENDITURES		**106,435,845**	**106,435,845**	**4,188,945**	**102,246,900**	**3.94%**

FUND # 650		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,218,039	3,218,039	0	3,218,039	0.00%
	Total CASH BALANCE FORWARD	**3,218,039**	**3,218,039**	**0**	**3,218,039**	**0.00%**
TOTAL REVENUES & TRANSFERS		**3,218,039**	**3,218,039**	**0**	**3,218,039**	**0.00%**
Transfers & Reserves	Reserves	3,218,039	3,218,039	0	3,218,039	0.00%
	Total Transfers & Reserves	**3,218,039**	**3,218,039**	**0**	**3,218,039**	**0.00%**
TOTAL EXPENDITURES		**3,218,039**	**3,218,039**	**0**	**3,218,039**	**0.00%**

FUND # 656		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,150,826	2,150,826	0	2,150,826	0.00%
	Total CASH BALANCE FORWARD	**2,150,826**	**2,150,826**	**0**	**2,150,826**	**0.00%**
TOTAL REVENUES & TRANSFERS		**2,150,826**	**2,150,826**	**0**	**2,150,826**	**0.00%**
Transfers & Reserves	Reserves	2,150,826	2,150,826	0	2,150,826	0.00%
	Total Transfers & Reserves	**2,150,826**	**2,150,826**	**0**	**2,150,826**	**0.00%**
TOTAL EXPENDITURES		**2,150,826**	**2,150,826**	**0**	**2,150,826**	**0.00%**

ECONOMIC INVESTMENT PROGRAM

As of 4/30/2026

FUND # 674		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	78,869	78,869	0	78,869	0.00%
	Total CASH BALANCE FORWARD	**78,869**	**78,869**	**0**	**78,869**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	12,881	(12,881)	0.00%
	Total Revenues	**0**	**0**	**12,881**	**(12,881)**	**0.00%**
Transfers from Other Funds	Interfund Transfers	695,275	695,275	405,577	289,698	58.33%
	Total Transfers from Other Funds	**695,275**	**695,275**	**405,577**	**289,698**	**58.33%**
TOTAL REVENUES & TRANSFERS		**774,144**	**774,144**	**418,459**	**355,685**	**54.05%**
Operating Expenditures	Operating	210,000	210,000	190,000	20,000	90.48%
	Non-Operating	564,144	568,975	240,705	328,270	42.31%
	Total Operating Expenditures	**774,144**	**778,975**	**430,705**	**348,270**	**55.29%**
TOTAL EXPENDITURES		**774,144**	**778,975**	**430,705**	**348,270**	**55.29%**

GENERAL FUND DETAIL

As of 4/30/2026

		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
800 MHZ	Salaries & Benefits	108,780	108,780	53,866	54,914	49.52%
	Operating	598,953	629,113	467,413	161,700	74.30%
	Capital	65,000	62,920	28,685	34,235	45.59%
	Total 800 MHZ	772,733	800,813	549,964	250,849	68.68%
BUSINESS & FINANCIAL SERVICES	Salaries & Benefits	1,804,946	1,804,946	975,082	829,864	54.02%
	Operating	408,239	408,239	287,118	121,121	70.33%
	Total Business & Financial Services	2,213,185	2,213,185	1,262,200	950,985	57.03%
CITY CLERK	Salaries & Benefits	487,652	487,652	258,056	229,596	52.92%
	Operating	242,747	243,554	126,903	116,651	52.10%
	Total City Clerk	730,399	731,206	384,959	346,247	52.65%
COMMUNITY DEVELOPMENT SERVICES	Salaries & Benefits	1,234,450	1,234,450	378,946	855,504	30.70%
	Operating	200,022	220,236	124,895	95,341	56.71%
	Total Community Development Services	1,434,472	1,454,686	503,841	950,845	34.64%
ENGINEERING	Salaries & Benefits	2,737,924	2,737,924	1,262,451	1,475,473	46.11%
	Operating	843,522	904,502	460,485	444,017	50.91%
	Capital	11,164	152,912	152,035	877	99.43%
	Total Engineering	3,592,610	3,795,338	1,874,970	1,920,368	49.40%
EXECUTIVE & LEGISLATIVE	Salaries & Benefits	2,823,753	2,846,153	1,473,989	1,372,164	51.79%
	Operating	2,455,689	2,459,603	1,318,846	1,140,757	53.62%
	Capital	0	(219)	0	(219)	0.00%
	Non-Operating	180,000	202,250	191,154	11,096	94.51%
	Reserves	125,000	78,622	0	78,622	0.00%
	Total Executive & Legislative	5,584,442	5,586,409	2,983,990	2,602,419	53.42%
FACILITIES MAINTENANCE	Salaries & Benefits	1,563,059	1,563,059	738,434	824,625	47.24%
	Operating	3,002,749	2,818,208	2,312,976	505,232	82.07%
	Capital	0	239,500	239,484	16	99.99%
	Total Facilities Maintenance	4,565,808	4,620,767	3,290,895	1,329,872	71.22%
FIRE RESCUE	Salaries & Benefits	26,249,534	26,249,534	13,867,225	12,382,309	52.83%
	Operating	4,831,042	4,985,551	2,618,889	2,366,662	52.53%
	Capital	271,310	610,625	610,374	251	99.96%
	Total Fire Rescue	31,351,886	31,845,710	17,096,489	14,749,221	53.69%
FLEET MANAGEMENT	Salaries & Benefits	2,541,613	2,541,613	1,216,018	1,325,595	47.84%
	Operating	3,177,239	3,128,751	2,321,736	807,015	74.21%
	Capital	110,250	151,250	40,113	111,137	26.52%
	Total Fleet Management	5,829,102	5,821,614	3,577,867	2,243,747	61.46%
GRANTS	Salaries & Benefits	81,429	882,147	478,473	403,674	54.24%
	Operating	0	1,246,548	397,851	848,697	31.92%
	Capital	0	2,196,489	2,195,363	1,126	99.95%
	Total Grants	81,429	4,325,184	3,071,687	1,253,497	71.02%
GROWTH MANAGEMENT	Salaries & Benefits	3,811,836	3,811,836	1,838,122	1,973,714	48.22%
	Operating	1,846,953	1,795,791	740,419	1,055,372	41.23%

GROWTH MANAGEMENT	Non-Operating	8,000	8,000	3,200	4,800	40.00%
	Total Growth Management	5,666,789	5,615,627	2,581,741	3,033,886	45.97%
HUMAN RESOURCE & RISK MANAGEMENT	Salaries & Benefits	1,140,263	1,140,263	613,689	526,574	53.82%
	Operating	447,050	417,050	221,433	195,617	53.09%
	Total Human Resource & Risk Management	1,587,313	1,557,313	835,122	722,191	53.63%
INFORMATION TECHNOLOGY	Salaries & Benefits	2,863,378	2,863,378	1,474,260	1,389,118	51.49%
	Operating	3,426,921	3,915,463	2,698,490	1,216,973	68.92%
	Capital	0	16,275	1,275	15,000	7.83%
	Total Information Technology	6,290,299	6,795,116	4,174,025	2,621,091	61.43%
INTERNAL AUDIT	Salaries & Benefits	491,184	491,184	260,667	230,517	53.07%
	Operating	65,693	65,693	31,772	33,921	48.36%
	Total Internal Audit	556,877	556,877	292,439	264,438	52.51%
NON-DEPARTMENTAL	Salaries & Benefits	5,778,209	5,778,209	2,369,809	3,408,400	41.01%
	Operating	(12,804,854)	(12,804,854)	(7,048,667)	(5,756,187)	55.05%
	Transfers to Other Funds	12,352,039	12,352,039	8,720,220	3,631,819	70.60%
	Reserves	42,931,471	39,534,681	0	39,534,681	0.00%
	Total Non-Departmental	48,256,865	44,860,075	4,041,361	40,818,714	9.01%
OFFICE OF STRATEGIC ENGAGEMENT	Salaries & Benefits	274,177	274,177	147,027	127,150	53.62%
	Operating	53,832	53,832	25,214	28,618	46.84%
	Total Office of Strategic Engagement	328,009	328,009	172,241	155,768	52.51%
POLICE DEPARTMENT	Salaries & Benefits	42,192,067	45,135,874	24,614,154	20,521,720	54.53%
	Operating	9,880,628	9,824,300	5,867,907	3,956,393	59.73%
	Capital	389,500	1,855,766	450,659	1,405,107	24.28%
	Total Police Department	52,462,195	56,815,940	30,932,720	25,883,220	54.44%
PROCUREMENT	Salaries & Benefits	1,308,030	1,308,030	727,448	580,582	55.61%
	Operating	304,167	304,167	116,398	187,769	38.27%
	Total Procurement	1,612,197	1,612,197	843,846	768,351	52.34%
PUBLIC WORKS	Operating	941,981	941,981	597,162	344,819	63.39%
	Total Public Works	941,981	941,981	597,162	344,819	63.39%
RECREATION & PARKS	Salaries & Benefits	7,183,449	7,183,449	3,443,695	3,739,754	47.94%
	Operating	6,122,022	6,395,146	4,036,410	2,358,736	63.12%
	Capital	936,550	1,427,943	1,152,846	275,097	80.73%
	Total Recreation & Parks	14,242,021	15,006,538	8,632,950	6,373,588	57.53%
Grand Total Expenditures		**188,100,612**	**195,284,585**	**87,700,468**	**107,584,117**	**44.91%**

Capital Projects & Replacements Status
Fiscal Year 2025-26

As of 4/30/26

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**AIRPORT**						
1	**Design & Construct RSA RY36 Grading**	-	247,245	-	247,245	237,736	9,509
2	**Construct Rehabilitation Terminal Apron**	-	3,186,355	-	3,186,355	3,074,148	112,207
3	**Construct T-Hangar Expansion (Grant)**	-	-	-	-	-	-
4	**Construct Phase I Taxiway C (Grant)**	-	-	-	-	-	-
5	**Design TWY-C Apron and C2 (Grant)**	-	-	-	-	-	-
6	**Construct New Rental Car Facility (Grant)**	-	-	-	-	-	-
	Rehab Taxilane and Apron	-	-	883,536	883,536	883,536	-
	Fuel Farm/Wash Rack/Parking Aprons	-	597,857	679,150	1,277,007	1,277,007	-
	Design A12 Infrastructure	-	-	145,101	145,101	145,101	-
	North T-Hangar Access Road	-	-	1,162,078	1,162,078	396,937	765,140
	Design Taxiway C - Phase 1	-	-	227,684	227,684	216,255	11,429
	Master Plan Update	-	-	533,455	533,455	432,333	101,122
	TOTAL AIRPORT	**-**	**4,031,457**	**3,631,004**	**7,662,461**	**6,663,054**	**999,407**
FY26	**ELECTRIC**						
1	**Overhead/Underground/Lighting Work Orders/Boring**	4,000,000	(216,870)	-	3,783,130	3,339,041	444,089
2	**Airport - Electric Capacity Upgrades**	500,000	-	-	500,000	11,782	488,218
3	**Dearmin Substation Upgrade - Phase 2**	1,000,000	1	8,310,212	9,310,213	8,326,562	983,651
4	**Water Plant Substation Upgrade - Phase 2**	250,000	-	-	250,000	-	250,000
5	**Shaw Substation TX4 Addition**	500,000	-	44,545	544,545	587,056	(42,512)
6	**Underground Primary Cable Replacement**	500,000	-	-	500,000	331,881	168,119
7	**AMI Meter Replacement Program**	1,325,000	-	-	1,325,000	535,815	789,185
8	**White Substation - Station Relocation - Phase 2**	2,000,000	-	-	2,000,000	-	2,000,000
9	**Substation Security Upgrade - Phase 8**	40,000	-	-	40,000	-	40,000
	Hendrix Cable Installation	-	-	168,534	168,534	168,534	0
	Airport Substation Upgrade - Phase 2	-	15,000	520,739	535,739	540,784	(5,046)
	Electric Feeder Improvements	-	-	-	-	146,819	(146,819)
	New SCADA/DMS System	-	339,541	-	339,541	294,620	44,921
	Reliability - Padmount Inspect/Refurb/Remediate	-	2,000	-	2,000	1,881	119
	TOTAL ELECTRIC	**10,115,000**	**139,672**	**9,044,029**	**19,298,701**	**14,284,776**	**5,013,925**
FY26	**ENGINEERING**						
	Facility Construction & Modification						
1	**Design/Build Fire Training Center**	500,000	-	-	500,000	18,080	481,920
2	**Silver Pines Walking Trail Resurfacing**	250,000	-	-	250,000	-	250,000
3	**OPD First Responder Training Facility (Design)**	80,000	-	-	80,000	4,069	75,931
	Jervey Gantt Trail Resurfacing	-	-	47,354	47,354	47,354	-
	Ocala Fiber Network Campus Phase 1	-	-	127,217	127,217	-	127,217
	Fire Station 7 Metal Building	-	-	17,250	17,250	6,711	10,539
	Design/Build Fire Station #8	-	-	4,450,803	4,450,803	4,450,803	-
	Stormwater Engineering						
1	**Drainage Rehab. & Improvement Program (DRIP)**	2,325,000	(7,873)	815,212	3,132,339	1,567,198	1,565,141
	Transportation Engineering						
1	**Parking Lot Improvement Program (PLIP)**	400,000	(613,553)	397,553	184,000	-	184,000
2	**Transportation Rehabilitation and Improvement Program (TRIP)**	5,655,000	(359,228)	3,151,190	8,446,962	6,529,748	1,917,214
3	**SR 464 at SE 25th Avenue Improvements**	850,000	-	-	850,000	-	850,000
4	**SW 40th Avenue Realignment (RaceTrac SR 40 West)**	4,200,000	-	-	4,200,000	-	4,200,000
5	**East Fort King Street at SE 22nd Avenue Roundabout**	500,000	-	-	500,000	-	500,000
6	**East Fort King Street at SE 19th Avenue Roundabout**	500,000	-	-	500,000	-	500,000
	Design/Build Parking Garage #2	-	357,582	11,111,340	11,468,922	11,519,112	(50,190)
	SW/NW 44th Avenue Phase 1	-	-	231,635	231,635	11,965	219,670
	SR 40 at NW 46th Avenue Signalization	-	-	1,500,359	1,500,359	1,500,359	-
	SW 43rd Court Signalization/Roundabout	-	1	1,714,169	1,714,170	1,637,213	76,958
	SW/NW 44th Avenue Phase 2	-	-	109,835	109,835	-	109,835
	TOTAL ENGINEERING	**15,260,000**	**(623,071)**	**23,673,917**	**38,310,845**	**27,292,611**	**11,018,234**
FY26	**OCALA FIBER NETWORK**						
1	**Partial Network Equipment/Upgrade**	262,306	-	-	262,306	69,779	192,527
2	**Adding to Customer Base and System Overbuild**	990,001	-	291,318	1,281,319	542,776	738,543
3	**Annual Fiber Builds - Road Projects**	4,061,563	(506,201)	3,690,777	7,246,139	2,097,155	5,148,984
	Citywide Telephony Upgrade	-	-	316,168	316,168	242,168	74,000
	TOTAL OCALA FIBER NETWORK	**5,313,870**	**(506,201)**	**4,298,263**	**9,105,932**	**2,951,878**	**6,154,054**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**GROWTH MANAGEMENT**						
1	**Downtown CRA Streetscape**	125,000	(51,804)	258,536	331,732	300,637	31,095
2	**Downtown CRA Land Acquisition**	307,000	-	-	307,000	-	307,000
3	**East Ocala CRA Sidewalks**	100,000	-	43,322	143,322	43,322	100,000
4	**West Ocala CRA Land Acquisition**	210,500	-	868,000	1,078,500	873,649	204,852
5	**West Ocala CRA Gateways**	50,000	-	-	50,000	-	50,000
6	**West Ocala CRA Streetscape**	100,000	-	-	100,000	-	100,000
7	**East Ocala CRA Gateways**	50,000	-	-	50,000	-	50,000
8	**North Magnolia CRA Land Acquisition**	157,000	-	-	157,000	-	157,000
9	**West Ocala CRA Reed Place Redevelopment**	200,000	-	-	200,000	-	200,000
10	**East Ocala CRA 6th Street Connection and NE 8th Avenue Enhancements**	350,000	-	-	350,000	-	350,000
11	**East Ocala CRA Public Art**	75,000	-	-	75,000	-	75,000
12	**North Magnolia Wayfinding**	30,000	-	-	30,000	-	30,000
13	**East Ocala CRA Wayfinding**	30,000	-	-	30,000	-	30,000
14	**West Ocala CRA Wayfinding**	30,000	-	-	30,000	-	30,000
15	**Downtown CRA Wayfinding**	30,000	-	-	30,000	-	30,000
16	**East Ocala CRA/FDOT Intersection Enhancements**	221,000	-	-	221,000	-	221,000
17	**Downtown CRA/FDOT Intersection Enhancements**	320,000	-	-	320,000	-	320,000
	Tuscawilla Skatepark - Build Out	-	-	861,768	861,768	861,768	-
	Brownfield EPA Assessment Grant	-	-	87,472	87,472	86,672	800
	Tucker Hill Infrastructure Improvements	-	-	7,986	7,986	7,985	1
	Wayfinding Signage Program - Phase 2	-	-	3,654	3,654	3,654	-
	Imagine North Magnolia	-	-	295,011	295,011	295,010	1
	TOTAL GROWTH MANAGEMENT	**2,385,500**	**(51,804)**	**2,425,748**	**4,759,445**	**2,472,696**	**2,286,748**
FY26	**OCALA POLICE DEPARTMENT**						
	None for FY 2026	-	-	-	-	-	-
	Real Time Crime Center	-	3,582	1,166,042	1,169,624	9,025	1,160,599
	TOTAL POLICE	**-**	**3,582**	**1,166,042**	**1,169,624**	**9,025**	**1,160,599**
FY26	**RECREATION & PARKS**						
1	**Pickleball Court Construction-Jervey Gantt & Clyatt**	215,000	-	-	215,000	120,269	94,731
2	**Jervey Gantt Pool Deck Resurfacing**	255,000	7,850	-	262,850	262,580	270
3	**Croskey Center Bleacher Replacement**	175,000	(7,850)	-	167,150	6	167,144
4	**Replace Wash Down Pad & Chemical Containment Basir**	95,000	-	-	95,000	-	95,000
5	**Bunker Restoration**	75,000	-	-	75,000	-	75,000
6	**Coquina Surfacing**	25,000	-	-	25,000	-	25,000
	TOTAL RECREATION & PARKS	**840,000**	**-**	**-**	**840,000**	**382,855**	**457,145**
FY26	**WATER RESOURCES**						
1	**Water/Sewer Line Improvement Program**	1,300,000	(289,930)	858,147	1,868,217	257,467	1,610,750
2	**Lift Station Improvement Program**	700,000	(43,900)	19,065	675,165	345,955	329,210
3	**WRF Improvement Program - Wastewater Master Plan**	2,832,250	-	18,623	2,850,873	950	2,849,924
4	**WTP #2 - Facility Construction**	8,644,688	-	3,386,793	12,031,481	3,834,128	8,197,353
	WTP #2 (Grant)	-	1	1,931,051	1,931,052	1,931,051	1
5	**Water Impact Line Ext & Capacity Imp (Impact Fee)**	150,000	-	5,493	155,493	5,492	150,001
6	**CIPP Lining**	500,000	-	-	500,000	-	500,000
7	**WTP Improvement Program - Water Master Plan**	319,000	-	-	319,000	-	319,000
8	**Water, Sewer & Lift Station Reuse Reimbursement**	70,000	-	-	70,000	-	70,000
9	**Sewer & Reuse Line Ext & Capacity Imp (Impact fee)**	1,000,000	(371,047)	963,700	1,592,653	1,240,950	351,703
10	**Winding Oaks**	2,619,993	-	439,057	3,059,050	439,057	2,619,993
11	**Reclaim Water Plan**	464,000	-	-	464,000	-	464,000
12	**WRF #3 Expansion Design**	2,000,000	-	-	2,000,000	-	2,000,000
13	**Central Lines Shop**	500,000	-	-	500,000	-	500,000
14	**7 Bay Equipment Maintenance Truck Shed**	425,000	-	-	425,000	-	425,000
15	**7 Bay Central Lines Truck Shed**	425,000	-	-	425,000	-	425,000
	ARPA WRF#3 Force Main Project	-	-	81,632	81,632	81,631	1
	Ocala Sewer Exfiltration Phase 7 (LPA070)	-	-	113	113	112	1
	Water Treatment Plant #2 Design	-	-	1,004,625	1,004,625	1,004,625	0
	Lower FL Aquifer Conv. Phase IV	-	4,000,000	-	4,000,000	-	4,000,000
	Ocala Force Main Construction (LPS0596) (Grant)	-	-	500,000	500,000	500,000	-
	FEMA HMGP / H0576 / P#4337-424	-	-	131,874	131,874	131,873	1
	FEMA HMGP 4337-319-R	-	-	9,997	9,997	(13,346)	23,342
	Meadow Oaks/Southwind/College Heights Park	-	120,000	1,508	121,508	121,508	-
	Meadow Oaks/Southwind/College Heights (Grant)	-	-	92,317	92,317	92,316	1
	Lower FL Aquifer Conv. Phase V (LPA0709) (Grant)	-	-	957,788	957,788	957,788	1
	Lift Station Improvement Program	-	-	203	203	203	-
	TOTAL WATER RESOURCES	**21,949,931**	**3,415,124**	**10,401,986**	**35,767,040**	**10,931,760**	**24,835,280**
FY26	**FACILITIES MAINTENANCE**						
	CMO/City Hall	1,550,000	-	-	1,550,000	818,217	731,783
	Electric	90,000	-	-	90,000	21,388	68,612
	Facilities Management	1,225,000	(355,100)	3,305	873,205	651,177	222,028
	Growth Management	66,000	-	-	66,000	1,329	64,671
	Ocala Fiber Network	150,000	-	-	150,000	73,389	76,611
	Ocala Fire Rescue-001 Fund	100,000	-	-	100,000	2,178	97,822
	Ocala Fire Rescue-092 Fund	12,000	-	100,000	112,000	88,732	23,268
	Ocala Police Department	150,000	(1)	-	149,999	-	149,999
	Public Works	13,000	-	-	13,000	-	13,000
	Recreation & Parks	535,000	-	-	535,000	144,834	390,166
	TOTAL FACILITIES MAINTENANCE	**3,891,000**	**(355,101)**	**103,305**	**3,639,204**	**1,801,246**	**1,837,958**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**FLEET MANAGEMENT**						
	Electric	2,797,809	(80,212)	1,848,874	4,566,471	4,286,890	279,581
	Engineering/Transportation	11,164	-	-	11,164	10,287	877
	Fleet Management	110,250	41,000	-	151,250	40,113	111,137
	Golf	98,555	-	25,406	123,961	118,237	5,724
	Growth Management	56,634	-	-	56,634	51,632	5,002
	Ocala Fiber Network	322,973	-	-	322,973	314,703	8,270
	Ocala Fire Rescue-001 Fund	43,310	336,110	-	379,420	379,170	250
	Ocala Fire Rescue-092 Fund	1,080,347	814,206	-	1,894,553	1,728,161	166,392
	Ocala Fire Rescue-120 Fund	1,884,854	1,971,703	-	3,856,557	3,050,964	805,593
	Ocala Police Department-092 Fund	1,326,787	42,302	-	1,369,089	1,143,085	226,004
	Ocala Police Department-120 Fund	2,395,377	(50,000)	528,165	2,873,542	2,653,085	220,457
	Public Works-109 Fund	772,283	400,506	-	1,172,789	1,087,658	85,131
	Public Works-158 Fund	495,702	347,201	-	842,903	841,903	1,000
	Public Works-453 Fund	1,602,360	(1)	443,521	2,045,880	2,071,932	(26,052)
	Recreation & Parks	498,050	1	18,374	516,425	411,099	105,326
	Water Resources	1,308,450	614,200	673,328	2,595,978	2,418,353	177,625
	TOTAL FLEET MANAGEMENT	**14,804,905**	**4,437,016**	**3,537,668**	**22,779,589**	**20,607,273**	**2,172,316**
FY26	**INFORMATION TECHNOLOGY**						
	Airport	1,200	-	-	1,200	791	409
	Budget/Finance	7,550	-	-	7,550	5,229	2,321
	City Clerk's Office/CMO	84,200	157	-	84,357	14,248	70,109
	Community Development Services	6,300	-	-	6,300	4,908	1,392
	Electric	109,550	-	-	109,550	88,643	20,907
	Engineering	10,350	1,043	-	11,393	7,151	4,242
	Facilities	5,100	1,086	-	6,186	4,717	1,469
	Fleet	20,600	-	-	20,600	13,731	6,869
	Growth	28,000	4,027	-	32,027	23,950	8,077
	Human Resources/Risk	2,600	2,463	-	5,063	5,061	2
	Information Technology	448,200	-	6,165	454,365	210,074	244,291
	Ocala Fiber Network	12,400	7,240	-	19,640	17,673	1,967
	Ocala Fire Rescue	72,000	(32,375)	1,010	40,635	52,084	(11,449)
	Ocala Police Department	677,900	(11,258)	-	666,642	183,423	483,219
	Public Works-109 Fund	7,100	-	-	7,100	1,486	5,614
	Public Works-453 Fund	2,650	-	-	2,650	1,628	1,022
	Recreation & Parks	20,050	3,794	980	24,824	21,691	3,133
	Water Resources	31,000	287	-	31,287	25,091	6,196
	TOTAL INFORMATION TECHNOLOGY	**1,546,750**	**(23,536)**	**8,155**	**1,531,369**	**681,579**	**849,790**
	TOTAL FY2025-26 CIP	**76,106,956**	**10,467,138**	**58,290,116**	**144,864,210**	**88,078,753**	**56,785,457**

File #: 2026-1533 Agenda Item #: 17b.

An update to the annual fire assessment process is provided below.

On April 2, 2026, the City Council authorized the utilization of a cooperative purchasing agreement with Alfred Benesch & Company for a fire assessment study update for Fiscal Year 2026-27 in an amount not to exceed $79,810. To align this update with the Ocala Fire Department union negotiation timeline, management decided to postpone this activity until next fiscal year. Doing this will incorporate budget increases associated with the negotiation process into next year's budget, which will then serve as the basis for the fire assessment study update. Therefore, the study update contract, which had not been executed, was withdrawn.

A formal quote was issued to update the fire assessment tax roll, with no proposed increase in assessment rates. Alfred Benesch & Company was the sole responder to this process and was awarded the contract totaling $21,955. The contract was executed, and work is underway.

Part of the annual fire assessment process includes publishing the public hearing date in the Truth in Millage (TRIM) document mailed by the Property Appraiser each year. The public hearing date must be provided to the Marion County Property Appraiser's Office no later than Friday, June 19.

Statutorily, the public hearing must be held no sooner than 20 days after the mailing of the TRIM notice, which is scheduled for August 20, 2026. Therefore, the public hearing can only be held between Wednesday, September 9, 2026, and Monday, September 14, 2026, which would require a special meeting.

File #: 2026-1535 Agenda Item #: 17c.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Contracts fully executed between May 18, 2026 and June 1, 2026.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
AIR/260549	Yellowstone Landscape	Airport Terminal Landscaping and Mowing Services Agreement	$30,000
CHS/260363	Florida Home Contractors	Agreement for Roof Replacement	Amendment to Compensation
CHS/260375	The Ford Design Group, LLC	Agreement for Housing Rehabilitation	Amendment to Compensation
ELE/241052	Spatial Business Systems, LLC	Automated Utlity Design Software - 2026 Renewal	$38,500
ELE/13-025	Schneider Electric	Task Work Order 23	$12,578
ELE/09-003	Schneider Electric	2026 SUELA Extension	$15,879.20
ENG/210895	Kimley-Horn Associates	TWO #56 SW 38th Street Water Main and Force Main Relocation	$49,661
ENG/20019	Geo-Tech, Inc.	TWO #43, REV 1 - Surface Depression NE 17th Rd ROW	$4,270
FLT/210911	EFE, Inc	Consignment Ag & Landscapeing Parts Inventory Services	NTE $50,000
GRM/260554	A & A Trucking & Excavating	Agreement for Abatement, Demolition, and Removal	$8,594
ITS/260481	Centralsquare	Public Administration Training CDS	$3,600
ITS/210100	Databank	Work Order Kofaz Implementation	$4,500
REC/260737	Sapphire Selfies	Agreement for the Provision of Photo Booth Experience	$650
REC/260708	Clifford Dorsey d/b/a Cliff Dorsey Music, LLC	Peformance Services Agreement	$3,500
REC/260721	Emma Forgette	Peformance Services Agreement	$2,000

Docusign Envelope ID: 65970DAA-8446-81F0-82D4-05BBF16DAEFB

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING - ROOF REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING - ROOF REPLACEMENT, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **ROY AND MARY STOKES** ("Owner"), and **FLORIDA HOME CONTRACTORS, INC,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 30-0463963) ("Contractor").

WHEREAS, on February 11, 2026, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Roof Replacement on a residential property located at 2905 NW 4th Avenue, Ocala, Florida 34475 (the "Original Agreement"), City of Ocala Contract No.: CDS/260363; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by the Work Change Directive issued February 27, 2026 and attached hereto as **Exhibit A – Work Change Directive**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, Owner, and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 5 – Compensation remain in effect):

   COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **SIXTEEN THOUSAND, NINE HUNDRED FORTY AND NO/100 DOLLARS ($16,940.00)**. It is understood the amounts to be paid will be for satisfactory work completed rather than the estimated prices. Payments shall be made, at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

   A. The modified Contract Price represents the sum of the original bid price of **$15,740** and the total cost of **Change Order #1** as set forth in **Exhibit A – Work Change Directive**.

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

If to Contractor:	Florida Home Contractors, Inc Attention: Brian Suciu 9400 NE 30th Ave Salt Springs, Florida 32134 E-Mail: flhomecontractors@gmail.com PH: 407-535-3967
If to City as Agent for Owner:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.gov PH: 352-629-8343
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Date: 5/8/2026

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
FB223ED8C2B740F...

James Haynes, Director
Community Development Services

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

FLORIDA HOME CONTRACTORS, INC.

DocuSigned by:
Brian Suciu
F07C88877DE0453...

(Authorized Signatory)

By: Brian Suciu
(Printed Name of Signatory)

Title: Owner
(Title of Authorized Signatory)

Date: 5/6/2026

OCALA

CONTRACT# CDS/260363

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Bessie Morley
(Printed Name of First Witness)

(Signature of Second Witness)

C.A. Lewis
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

(Signature of Property/Homeowner)

Roy A Stokes Mary C Stokes
(Printed Name of Homeowner)

Date: 5-19-2026

Docusign Envelope ID: 65970DAA-8446-81F0-82D4-05BBF16DAEFB

Work Change Directive

PO#: Contract # CDS260363 DATE: 02/27/26

PROJECT NAME: Stokes Re Roof

PROJECT ADDRESS: 2905 NW 4th Ave Ocala, FL 34475

CONTRACTOR SIGNATURE: Brad Green

The following change(s) have been requested:

Additional plywood used - 12 sheets over allowance - 31 sheets of plywood changed in total

✓ Contractor's Estimate Attached

APPROVALS:

James Haynes — DATE: 3/26/2026

Christopher Lewis — DATE: 3/3/2026

Christopher Lewis

Estimated increase/decrease in Contract Price

Current Contract Price: $ 15,740.00

Request No.: ( ) $ 1,200.00

New Proposed Price: $ 16,940.00

Estimated increase/decrease in Contract Times

Completion: 0 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

If the change involves an increase, the estimated times are not to be exceeded without further authorization

COMMENTS:

NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALAFL.ORG
IF YOU HAVE ANY QUESTIONS PLEASE CALL CHRIS LEWIS (352) 629-8333

ESTIMATE

Florida Home Contractors, Inc.
19261 N US Highway 301
Citra, FL 32113-2316

flhomecontractors@gmail.com
+1 (407) 952-7998
https://flhomecontractors.com/



Bill to
City of Ocala
201 SE 3rd Street
Ocala, Fl 34471

Ship to
City of Ocala
Stokes Re-Roof
2905 NW 4th Ave
Ocala, Fl 34475 United States

Estimate details
Estimate no.: 522-1243
Estimate date: 03/02/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Change Order**	12 additional sheets of plywood on the roof deck	12	$100.00	$1,200.00

Total **$1,200.00**

Accepted date

Accepted by

Certificate Of Completion

Envelope Id: 65970DAA-8446-81F0-82D4-05BBF16DAEFB
Status: Completed
Subject: FOR SIGNATURE - (CDS/260363) 1st Amendment - Roof Replacement - Compensation increase
Source Envelope:
Document Pages: 6
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/6/2026 9:51:24 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Brian Suciu flhomecontractors@gmail.com Owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/7/2023 3:29:10 PM ID: de991c24-d58b-4881-a960-5e4a73968334	DocuSigned by: Brian Suciu F07C88877DE0453... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:6735::3 Signed using mobile	Sent: 5/6/2026 9:53:13 AM Viewed: 5/6/2026 12:12:33 PM Signed: 5/6/2026 12:12:46 PM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/6/2026 12:12:47 PM Viewed: 5/7/2026 12:30:27 PM Signed: 5/7/2026 12:31:07 PM
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2026 10:58:55 AM ID: 9efd17a8-1496-4887-91c0-5d05a2fa5a5c	DocuSigned by: Christopher Watt BC80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/7/2026 12:31:09 PM Viewed: 5/8/2026 10:58:55 AM Signed: 5/8/2026 10:59:09 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: Angel B. Jacobs 8D83574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/8/2026 10:59:11 AM Viewed: 5/8/2026 12:56:42 PM Signed: 5/8/2026 12:56:58 PM

Signer Events	Signature	Timestamp
Accepted: 5/8/2026 12:56:42 PM ID: d2af7bfb-3f82-4029-a009-fa2ef3cd5bdd		
James Haynes jhaynes@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by: James Haynes EB223ED9C2B740F... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/8/2026 12:57:00 PM Viewed: 5/8/2026 1:33:25 PM Signed: 5/8/2026 1:33:39 PM

Electronic Record and Signature Disclosure:
Accepted: 5/8/2026 1:33:25 PM
ID: 3738dc54-4fad-4c7b-9a1c-384adfb97174

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2026 9:53:13 AM
Certified Delivered	Security Checked	5/8/2026 1:33:25 PM
Signing Complete	Security Checked	5/8/2026 1:33:39 PM
Completed	Security Checked	5/8/2026 1:33:39 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT TO PROVIDE AIRPORT TERMINAL LANDSCAPING AND MOWING SERVICES

THIS AGREEMENT TO PROVIDE AIRPORT TERMINAL LANDSCAPING AND MOWING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **YELLOWSTONE LANDSCAPE - SOUTHEAST, LLC, D/B/A YELLOWSTONE LANDSCAPE**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 20-2993503) ("Vendor").

WHEREAS, on March 13, 2026, City issued an Invitation to Bid for the provision of Airport Terminal Landscaping and Mowing Services, ITB No.: AIR/260549 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Yellowstone Landscape – Southeast, LLC d/b/a Yellowstone Landscape was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide airport terminal landscaping and mowing services (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-5)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Airport Terminal Mowing & Landscaping Area (C-1)
      Exhibit D: Landscape Plan (D-1 through D-2)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
   A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to

the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. Vendor will invoice at least once a month. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. All invoices must include the dates and times of services performed for that period. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala International Airport**, Attn: **Erik Park;** Address: **1770 SW 60th Avenue**, **Suite 600, Ocala, Florida 34474**; E-mail: epark@ocalafl.gov and copies to: mabaker@ocalafl.gov and jmarvin@ocalafl.gov

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner reasonably satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's discovery of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers

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for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **MAY 15, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **MAY 14, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch. Notwithstanding the foregoing, a Force Majeure event shall not excuse the City from its obligation to pay Vendor for all Services provided.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the reasonable satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
   (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
   (2) Vendor provides material that does not meet the specifications of the Agreement;
   (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
   (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all actual and direct damages, costs, and reasonable attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or

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(2) such other costs incurred by Vendor as permitted under this Agreement and approved by City. Vendor may also terminate this Agreement, in whole or in part, for any reason or no reason, by providing at least thirty (30) days' prior written notice to the City.

9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for reasons within Vendor's reasonable control, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills

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and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **NINETY (90) DAYS** from the date of Final Completion.

    B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **NINETY (90) DAYS** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
C. Policy must include coverage for contractual liability and independent Vendors.
D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor'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 Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor 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. **Vendor 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.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State

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of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor 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.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation,

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gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT VENDOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent Vendor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment,

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supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all direct and commercially reasonable expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive, subject to the dispute resolution procedures set forth herein.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Vendor 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. Vendor 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, Vendor 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.

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Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor 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. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all third-party damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the willful misconduct or negligent actions of Vendor, its agents, and employees.

37. **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.

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

If to Vendor:

Yellowstone Landscape
Attention: Michael Wilding
3235 N State Street
Bunnell, Florida 32110
Phone: 352-973-0420
E-mail: mwilding@yellowstonelandscape.com

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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972. E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

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objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
52. **MISCELLANEOUS.** City acknowledges and agrees that, as part of Vendor's driver safety program, Vendor's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of Services hereunder.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/23/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
58B23E102F2B4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55ABBA8ED04F3...

William E. Sexton, Esq.
City Attorney

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC D/B/A YELLOWSTONE LANDSCAPE

Signed by:
Michael Wilding
995D2EF683F64E5...

By: Michael Wilding
(Printed Name)

Title: Business Development Manager
(Title of Authorized Signatory)

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BACKGROUND

Vendor shall provide Airport Terminal ground maintenance and landscaping services supporting the Ocala International Airport.

SUB-CONTRACTORS

Vendor must perform a minimum of 100% of the work with their own forces.

PROJECT SUMMARY, DELIVERABLES, AND HOURS

Project Summary: Vendor will be required to perform the following services for the City of Ocala:

Vendor will provide mowing and landscaping services for the Ocala International Airport, located at 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474. These services will cover the airport terminal grounds as identified in the airport terminal mowing and landscape area diagram, as shown in **Exhibit C**. All work shall be coordinated with City Project Manager Erik Park, 352-857-6505, e-mail: epark@ocalafl.gov.

Working Hours: Landscaping services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Vendor shall perform services in compliance with the service hours and mowing Frequency in **Exhibit A – Scope of Work**. Vendor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor shall determine staffing levels for the services outlined in this Agreement. The number of staff assigned should be based on the number of hours recommended by the industry standard for the services outlined herein.
2. Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
3. Vendor shall ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City.
4. Vendor shall provide all management, tools, equipment, supplies, and labor necessary to ensure landscaping services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.
5. Vendor must provide at least one member of staff that is able to communicate effectively in English, both verbally and in writing.
6. Vendor shall provide an assigned project manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

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7. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
8. Employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
9. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
10. No smoking is allowed on City property or projects.
11. Vendor must possess/obtain all required equipment and supplies to perform the work. A list of equipment shall be provided to the City upon request.
12. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
13. Under no circumstances, or for any reason, shall Vendor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container, or in, or upon, City property. Should Vendor knowingly violate the terms of this provision, Vendor shall be held liable for the cost of the timely and proper and legal disposal of said material(s). Further, Vendor shall be held liable for any monetary or other penalty imposed upon the City, and for remediation of any property damage caused by said disposal.
14. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
15. Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
16. All company vehicles must have a visible company name/logo on the outside of the vehicle.
17. Data collected by the Vendor shall be in a format compatible with, or easily converted to, the City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
18. Vendor shall ensure that all documents prepared under this Agreement have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following to the Vendor for the performance of services:
   A. Access to City/Airport buildings and facilities to perform the work.

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B. Mulch for distribution by Vendor when directed by the City.

2. City reserves the right to purchase any materials for Vendor to use. Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

Mowing and Landscaping Services

1. Vendor shall mow all grassed areas in accordance with the frequency indicated below:

Airport Terminal Mowing Frequency	
Month	**Cuts**
January	2
February	2
March	2
April	2
May	2
June	4
July	4
August	4
September	4
October	2
November	2
December	2
Annual Total	**32**

2. Vendor shall mow grass to a height of two inches (2") for Bahia grass and four inches (4") for St. Augustine grass.

3. City does not include an allowance for delays caused by the effects of inclement weather. City may grant time extensions, on a case-by-case basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather.

4. Proper equipment must be used to mow mounds to prevent scalping, rutting, or cutting off top of slopes with mowing equipment, causing soil erosion. For all locations, batwing bush hog type equipment may be used in open areas.

5. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, so as to prevent damage to the grass plants.

6. Vendor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by mower. Vendor is responsible for leaving the area with a clean (free of trash and debris) and neat (even cut and no clumps of grass remaining in the mowed areas) appearance. All mowed

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areas will be inspected by the City Project Manager or designee.

7. Vendor will be responsible for all damage caused while performing grounds maintenance services, including, but not limited to, damage to any water sprinkler systems, lighting/electrical equipment, shrubs, trees, fences, gates, etc. Vendor shall report all damage to the City Project Manager. The City Project Manager, in his or her sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary. All replacements and/or repairs will be performed by the Vendor at no additional cost to the City. Any damaged ground sprinklers must be repaired immediately to ensure compliance with water conservation regulations.

8. Backflow assembly units are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Vendor employees shall at all times have a wrench in their possession to shut off the water should damage occur.

9. No air blowers shall be used to blow grass debris into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off the streets and sidewalks.

Definitions:

1. Trash: Trash is defined as anything loose and useless, including, but not limited to, bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, Styrofoam cups, and plates.

2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic, including, but not limited to, tree limbs (less than six (6) inches in diameter and smaller than six feet (6') in length), tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If Vendor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Vendor shall call the City Project Manager or designee to report the findings, and the City will remove and properly dispose of the debris. Otherwise, it is the Vendor's responsibility to remove and properly dispose of debris before mowing.

Terminal Landscaping Care & Maintenance

1. Hedges – Vendor shall trim tops sides and bottoms of all hedges to maintain a manicured appearance. Remove all organic debris from the site, to include: clippings, dead leaves, broken branches and twigs. Vendors shall properly dispose of these items. Hedge trimming must be done once every month in accordance with the maintenance recommendation for the plant species as identified in **Exhibit D – Landscape Plan**.

2. Landscape Plantings – Vendors shall perform care and maintenance of the terminal area landscape plantings in accordance with the recommended maintenance as identified for each plant species in **Exhibit D – Landscape Plan**. Vendors shall perform trimming and weeding of the landscaping plants once each month. Remove all organic debris from the site, to include: clippings, dead leaves, broken branches and twigs. Vendor shall properly dispose of these items.

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3. When using chemicals to treat fence lines, a three-inch swath (3") shall be sprayed on each side of the fence to maintain grass and weed control. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.
4. A one (1) foot diameter area from the base of trees, poles, and guy wires shall be maintained when trimming. Chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide. When chemically trimming around trees, special care must be given as not to spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than twenty-five percent (25%) of the diameter of the tree would need to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Sidewalks shall be edged. Where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it must be removed with a weed-eater or similar string device.

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.
4. Vendor shall furnish Safety Data Sheets (SDS) on all products used in each City facility serviced by Vendor. The SDS must be kept with all products used at each individual location. Vendor shall be held responsible for any chemical product damage to any person and/or property due to negligence on the part of the Vendor, Vendor's employees, agents or representatives.

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Exhibit B - PRICE PROPOSAL — CONTRACT# AIR/260549

Vendor Name
Yellowstone Landscape

INITIAL TERM PRICING

ITEM	DESCRIPTION	UOM	CUT PER YEAR	UNIT COST	EXTENDED COST
1	Airport Terminal Landscaping and Grounds Maintenance	Per Cut	32	$ 327.75	**$ 10,488.00**
				ANNUAL PRICING	**$ 10,488.00**
				TWO-YEAR INITIAL CONTRACT TERM	**$ 20,976.00**

Additional Per-Request Items:

ITEM	DESCRIPTION	UOM	COST
2	Install mulch/pine straw in planting beds (per City request)	Square Foot	$ 0.10
3	Dispense fertilizer (per City request)	Square Foot	$ 0.25
4	Dispense weed control in turf and planted areas (per City request)	Square Foot	$ 0.25

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Exhibit C - Airport Terminal Mowing & Landscaping Area

CONTRACT# AIR/260549

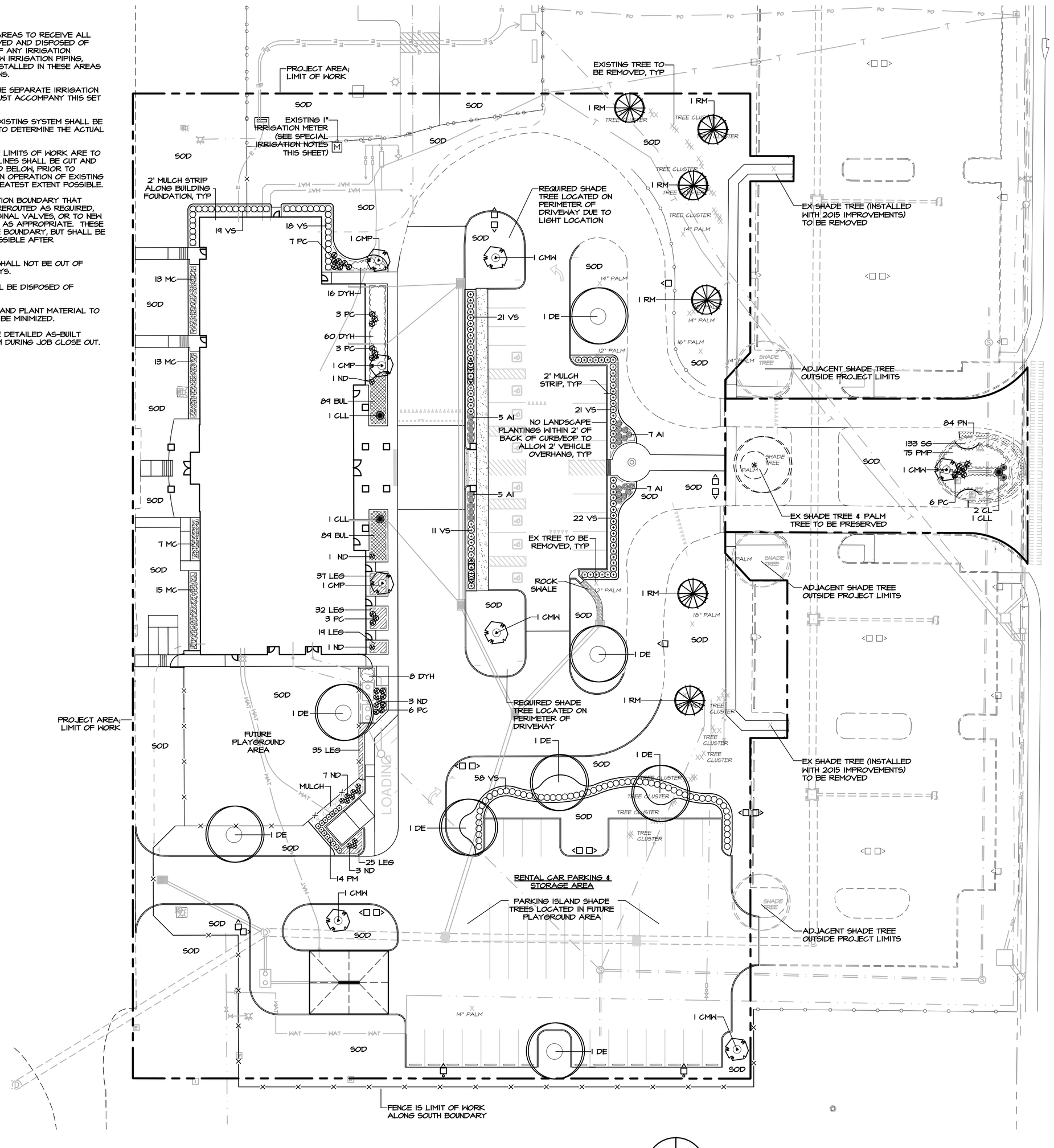


Blue shaded area depicts grass to be mowed and plants to be trimmed/maintained

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SPECIAL IRRIGATION NOTES:

1. ALL IRRIGATION COMPONENTS IN AREAS TO RECEIVE ALL NEW LANDSCAPE SHALL BE REMOVED AND DISPOSED OF PROPERLY WITH THE EXCEPTION OF ANY IRRIGATION MAINLINE WHICH IS TO REMAIN. NEW IRRIGATION PIPING, HEADS, VALVES, ETC. SHALL BE INSTALLED IN THESE AREAS PER THE PROVIDED SPECIFICATIONS.
2. ALL WORK SHALL COMPLY WITH THE SEPARATE IRRIGATION SPECIFICATION DOCUMENT THAT MUST ACCOMPANY THIS SET OF PLANS.
3. PRIOR TO BEGINNING WORK, THE EXISTING SYSTEM SHALL BE OPERATED BY THE CONTRACTOR TO DETERMINE THE ACTUAL EXTENT OF THE SYSTEM.
4. ALL COMPONENTS OUTSIDE OF THE LIMITS OF WORK ARE TO REMAIN IN SERVICE, AS IS. ZONE LINES SHALL BE CUT AND CAPPED OR RE-ROUTED, AS NOTED BELOW, PRIOR TO DEMOLITION IN ORDER TO MAINTAIN OPERATION OF EXISTING IRRIGATION TO REMAIN TO THE GREATEST EXTENT POSSIBLE.
5. ZONE LINES WITHIN THE CONSTRUCTION BOUNDARY THAT SUPPLY OTHER AREAS SHALL BE REROUTED AS REQUIRED, AND RECONNECTED TO THEIR ORIGINAL VALVES, OR TO NEW VALVES ON THE EXISTING SYSTEM, AS APPROPRIATE. THESE NEW LINES MAY REMAIN WITHIN THE BOUNDARY, BUT SHALL BE ROUTED SO THAT THEY ARE ACCESSIBLE AFTER CONSTRUCTION IS COMPLETE.
6. EXISTING IRRIGATION TO REMAIN SHALL NOT BE OUT OF OPERATION FOR MORE THAN 7 DAYS.
7. ALL COMPONENTS REMOVED SHALL BE DISPOSED OF PROPERLY AND NOT REUSED.
8. DISTURBANCE TO EXISTING TREES AND PLANT MATERIAL TO REMAIN, AS BY TRENCHING, SHALL BE MINIMIZED.
9. THE CONTRACTOR SHALL PROVIDE DETAILED AS-BUILT PLANS OF THE IRRIGATION SYSTEM DURING JOB CLOSE OUT.



SCALE: 1"=30'

CONTRACTORS:

Any damage to any existing landscaping or irrigation on adjacent sites caused by any aspect of the construction of this project shall be restored immediately to acceptable conditions, as determined by MPA.

You are advised to confirm with Michael Pape & Associates that this is the final plan prior to bidding and construction.

SITE DATA

Project Area: 157,146 (3.61± ac)
(See Civil Site Plan prepared by Davis Dinkins Engineering)

TREE CALCULATIONS

Based on site survey data provided by others

EX TREE/MITIGATION CALCULATIONS

Total existing trees = Various palms and ornamental trees
3 shade trees within project area from previous 2015 expansion project
Total trees required to be preserved = 2 (80% of viable Shade Trees)
Total trees preserved = 1 Shade Tree, 1 Palm Tree

SITE SHADE TREE CALCULATIONS

Site Shade trees required = 16 (3.61 Ac./10,000 sf)
Preserved Shade Trees within project area = 1
Total Additional Site Shade Trees Required = 15

Ornamental trees* provided = 8
(8 Counted as 4 Shade Trees at the 2:1 ratio allowed, not exceeding the 50% maximum)
Shade Trees Provided = 14

Total Site Shade Trees provided = 18

*Ornamental Trees used in parking islands due to light locations and/or proximity to building or dumpster.

INTERIOR LANDSCAPE CALCULATIONS

See Sheet L-2

OPEN SPACE CALCULATIONS

Refer to Civil drawings for Open Space calculations.

GENERAL NOTES:

1. ALL PLANT MATERIAL USED SHALL BE EQUAL TO OR EXCEED THE GRADE OF FLORIDA #1 AS PER "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION.
2. ALL LANDSCAPING SHALL BE INSTALLED IN A PROFESSIONAL MANNER FOLLOWING ACCEPTABLE NURSERY PRACTICES AS SET BY THE FLORIDA NUSERYMEN AND GROWERS ASSOCIATION (FNGA).
3. THE OWNER, INCLUDING SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING ON-SITE AND THE GRASSED RIGHTS-OF-WAY.
4. ALL LANDSCAPED AREAS SHALL BE WATERED BY A 100% AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR DEVICE PURSUANT TO F.S. CHAPTER 373. THE WATER SOURCE SHALL BE THE EXISTING 1" IRRIGATION METER. SEE PLAN FOR LOCATION. AN IRRIGATION PLAN SHALL BE SUBMITTED PRIOR TO CO, IF REQUIRED.

   The anticipated irrigation demand for this site shall be 4,500 gallons per week. This demand is based on an average of 1" of water per week for all irrigated areas, per UF/IFAS and Water Management District general recommendations. The proposed irrigation system shall be designed to irrigate the site based on a 2-day watering schedule.
5. LANDSCAPING SHALL CONFORM GENERALLY TO WATER-EFFICIENT DESIGN PRINCIPLES, INCLUDING THE USE OF NATIVE AND/OR DROUGHT TOLERANT SPECIES.

PLANT SCHEDULE

Note: Plant quantities are provided as a guide only. The contractor shall confirm total quantities as reflected by the plan. All sizes given are minimums unless otherwise noted. Every component of spec shall be met.

Key	Qty	Plant Name	Size and Spacing	Maintenance
AI	24	African Iris, white Dietes vegeta	#3; full; 5-6 ppp min; 3' oc	Allow natural growth; deadhead regularly
BUL	178	Bulbine Bulbine frutescens 'Hallmark'	#1; full; 18" oc	18" ht x full mass
CL	2	Crinum Lily, white Crinum spp.	#7; 30"+ OA	Allow mature growth
CLL	3	Crinum Lily, white Crinum spp.	#15; 36"x36" min.; mature specimen	Allow mature growth
CMP	3	Crape Myrtle, pink Lagerstroemia Indica 'Sioux'	#30/B&B; 8'+ ht x 4'+ spr; multi-trunk	18' ht x 12' spr; prune no more than 1/2" wood
CMW	5	Crape Myrtle, white Lagerstroemia Indica 'Natchez'	#30/B&B; 9'+ ht x 5'+ spr; multi-trunk	25' ht x 20' spr; prune no more than 1/2" wood
DE	8	Drake Elm Ulmus parvifolia 'Drake'	Cont/B&B; 13-15' ht x 6-8' spr; 3.5" cal; straight trunk	Allow natural growth; prune only for form or dead wood
DYH	84	Dwarf Yaupon Holly Ilex vomitoria 'Stokes Dwarf'	#3; 10-12" ht x 14-18" spr; 30" oc	30" ht x full mass
LEG	148	Emerald Goddess Liriope Liriope muscari 'Emerald Goddess'	#1; full; 5-7 ppp min; 18" oc	18" ht x full mass
MC	48	Muhly Grass Muhlenbergia capillaris	#3; full; 3' oc	Allow natural growth; remove weeds; cut back after last frost annually
ND	16	Heavenly Bamboo Nandina domestica	#7; 28"+ ht x 2'+ spr; 5 canes min	Allow natural growth
PC	28	Plumbago Plumbago capensis	#3; 18" x 18"+; 3' oc	4' ht x full mass; maintain informally; do not shear
PM	14	Japanese Yew Podocarpus macrophyllus	Cont/B&B; 6'+ ht x 30"+ spr; turgid, full and vigorous; 30" oc	6' ht x 30"; full hedge; may be sheared
PMP	75	Pringles Dwarf Japanese Yew Podocarpus macrophyllus 'Pringlei'	#3; 10-12"+ ht x 12-18"+ spr; 3' oc	30" ht x full mass; maintain informally; do not shear
PN	84	Perennial Peanut Arachis glabrata 'Ecoturf'	#1; full; 12"+ spr; 18" oc	6" ht, full mass; prevent intrusion into other plants
RM	6	Red Maple Acer rubrum	B&B; 13-15' ht x 6-8' spr; 3-1/2" cal min	Allow natural growth; prune only for form or dead wood
SG	133	Society Garlic Tulbaghia violacea	#1; full; 6-8 ppp min; 18" oc	Allow natural growth to fill in as full mass; deadhead regularly
VS	170	Sandankwa Viburnum Viburnum suspensum	#3; 18-24" ht x 18-24" spr; 3' oc	3-4' ht x 3'; full hedge
SOD		Argentine Bahia Paspalum notatum 'Argentine'	Unirrigated Add/Restore/Repair/Replace as required within project area.	
MULCH		Pine Straw	3" depth	Refresh annually, or as needed
ROCK		Brown Eggrock	6" depth	

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DATE	REVISIONS

MPA
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LAND PLANNING SITE DESIGN LANDSCAPE ARCHITECTURE
2351 S.E. 17TH STREET OCALA, FLORIDA 34471 (352) 351 - 3500

OCALA INTERNATIONAL AIRPORT
OCALA, FLORIDA
LANDSCAPE PLAN

DATE 04-26-19
JOB NO. 1234
DWG. NO. 1234.01A.LS
DWN. BY SG
CHKD. BY SG

SHEET 1 OF 2

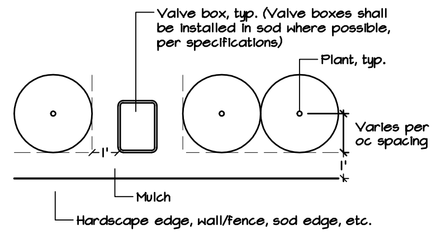
L-1

Exhibit D - Landscape Plan

CONTRACT# AIR/260549

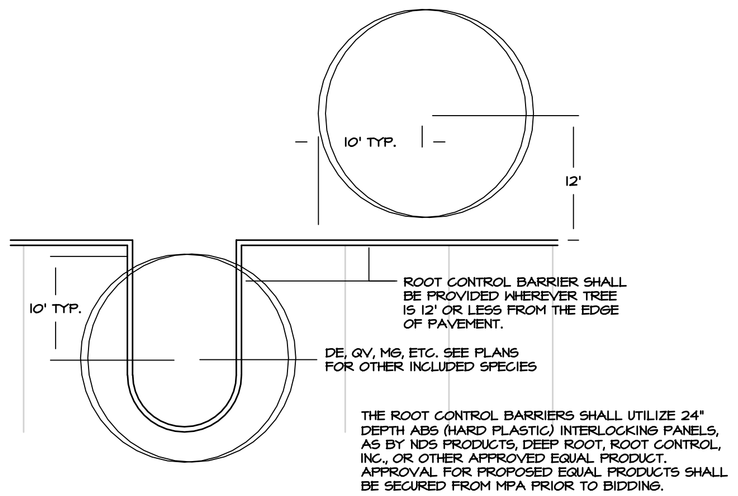
D-1

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As shown on plan, all shrubs and groundcovers adjacent to curb/pavement, rec trail, wall/fence, building foundation, valve box/utility vault, sod, etc., shall be installed with the plant center spaced an additional 1' from the edge, unless otherwise noted

OFFSET DETAIL
N.T.S.



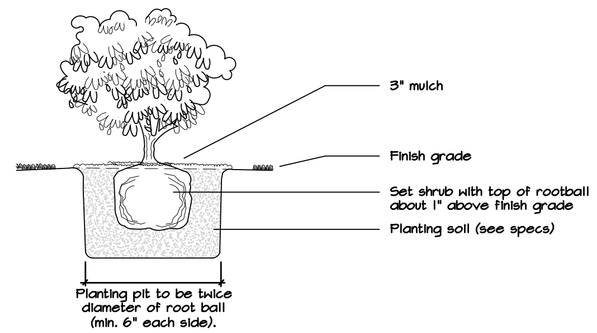
THE ROOT CONTROL BARRIERS SHALL UTILIZE 24" DEPTH ABS (HARD PLASTIC) INTERLOCKING PANELS, AS BY: NDS PRODUCTS, DEEP ROOT, ROOT CONTROL, INC., OR OTHER APPROVED EQUAL PRODUCT. APPROVAL FOR PROPOSED EQUAL PRODUCTS SHALL BE SECURED FROM MPA PRIOR TO BIDDING.

ROOT CONTROL BARRIER DETAIL
1" = 10'

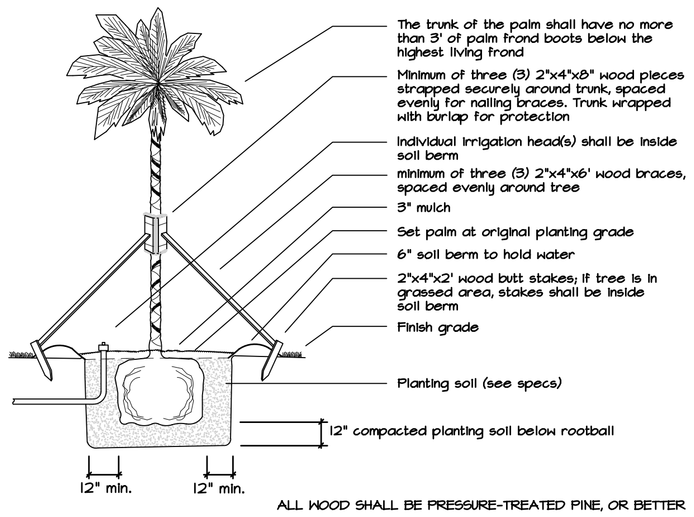
IRRIGATION NOTES (REFER TO THE DETAILED SPECIFICATIONS)

1. The Irrigation Contract shall generally include the following work:
   - A. All equipment, materials, and labor to provide a complete and properly operating irrigation system meeting the performance specifications and the requirements of the landscape plan.
   - B. Documentation and submittal of actual water supply performance prior to commencing installation.
   - C. Separation of zones covering annuals for independent operation where applicable.
   - D. Adjustment of pipe, head or valve locations or depths to allow for landscaping.
   - E. Adjustment of nozzle pattern or relocation of heads to minimize overthrow onto pavement or structures and to provide satisfactory coverage to all plant material
   - F. Programming of and labeling of controller(s) and submittal of separate zone schedule and Controller Operations Manual to the Landscape Architect.
   - G. Submittal of two Owner's Manuals with contents as described in the specifications.
   - H. Submittal of as-built plans illustrating dimensioned locations of all major components and any changes to the bid plan.
   - I. Provision of a written guarantee.
2. The Irrigation Contractor shall be responsible for:
   - A. Observing and reporting any conditions which would affect the performance of the system.
   - B. Following all applicable codes and regulations concerning the work, whether or not they are stipulated in the bid documents.
   - C. Providing competent supervision of the work at all times.
   - D. Reporting and repairing any damage caused by his work or actions.
   - E. Maintaining the jobsite in a clean, professional, and workmanlike manner.
   - F. Coordination of or with landscape installation in order to achieve proper coverage, including adjustments of head locations if required.
   - G. Prosecuting the work in a continuous and diligent manner until it is complete according to the Plans and Specifications.
   - H. Following all administrative and technical requirements of the bid documents.
3. Michael Pape & Associates, P.A. is responsible for insuring that the work meets all requirements stipulated and implied in the Plans and Specifications. Any work that does not is subject to rejection, and replacement by the contractor at his own cost.

REFER TO SEPARATE SET OF SPECIFICATIONS THAT MUST ACCOMPANY THIS PLAN.

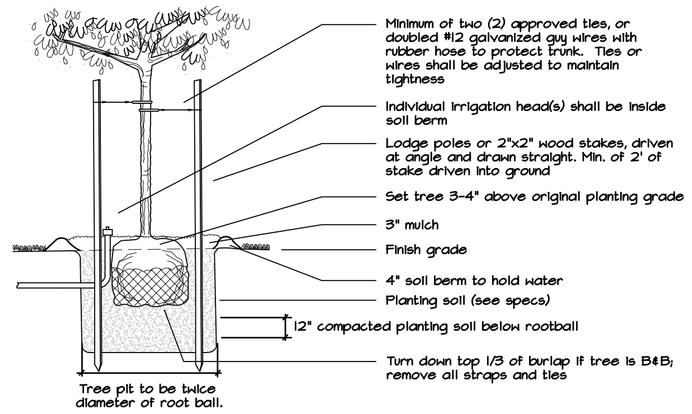


SHRUB INSTALLATION DETAIL



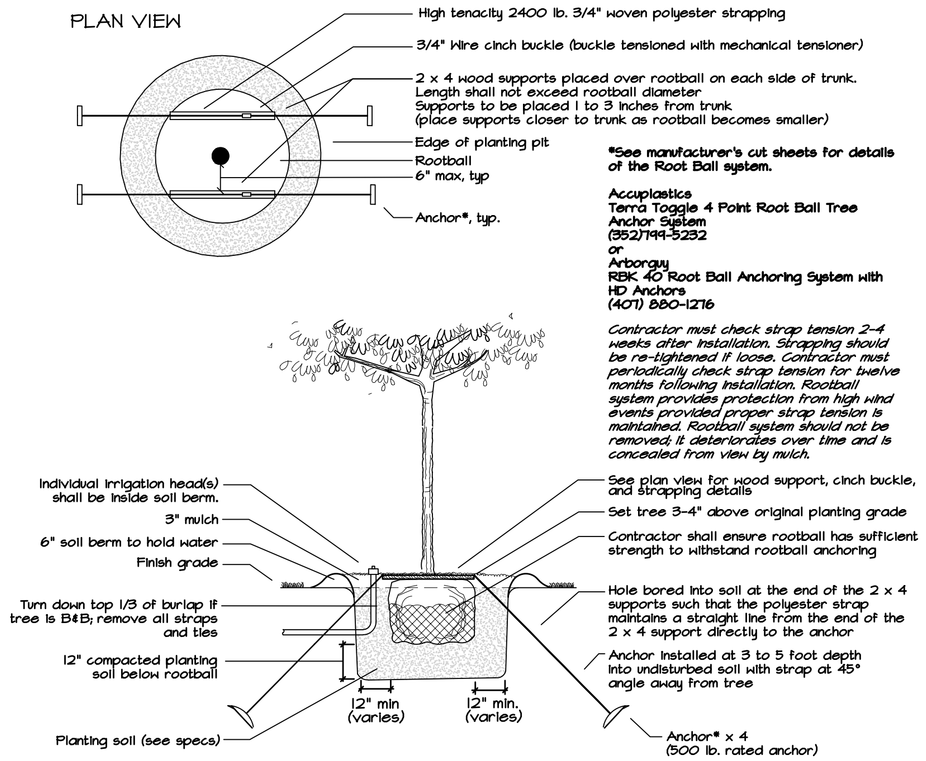
ALL WOOD SHALL BE PRESSURE-TREATED PINE, OR BETTER

PALM INSTALLATION DETAIL



ALL WOOD SHALL BE PRESSURE-TREATED PINE, OR BETTER.

TREE INSTALLATION DETAIL
FOR MULTI-TRUNK TREES, TREES LESS THAN 3" CAL., OR CONTAINER TREES UP TO 30 GAL.



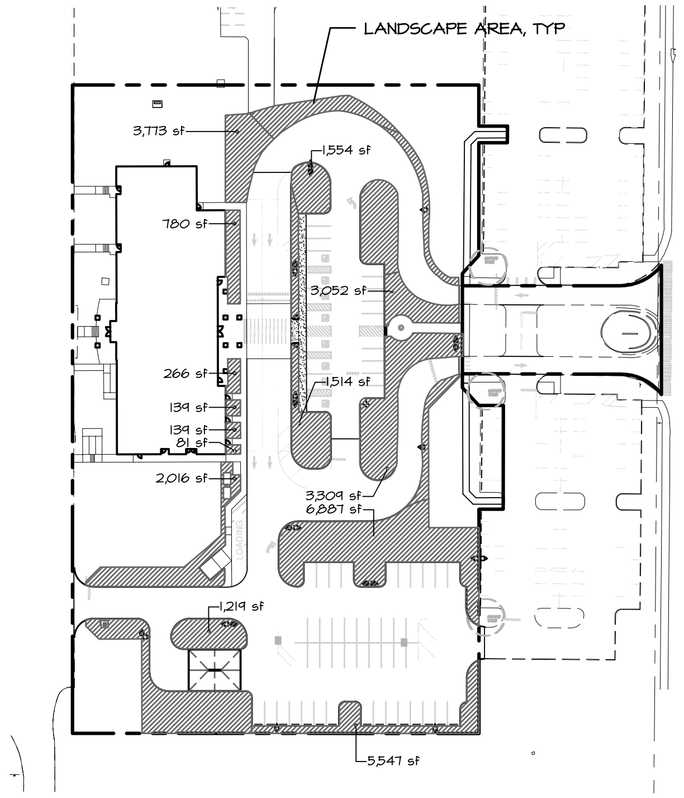
TREE INSTALLATION DETAIL
FOR 3-4" CAL., 45-100 GAL. TREES OR B4B TREES UP TO 40" DIAMETER ROOTBALL

INTERIOR LANDSCAPE CALCULATIONS

PROJECT AREA: 157,146 SF (3.61 Ac.)

IMPERVIOUS PARKING AREAS: 69,082 SF

REQUIRED INTERIOR L/S: 6,908 SF (10%)
PROVIDED INTERIOR L/S: 29,651 SF (43%)



LANDSCAPE AREA DIAGRAM
NOT TO SCALE

LANDSCAPE NOTES (REFER TO THE DETAILED SPECIFICATIONS)

1. The Landscape Contract shall generally include the following work:
   - A. Finish grading 4"± in all areas of the work.
   - B. Thorough removal of existing vegetation in all areas of the work, including application(s) of post-emergent herbicide at least two weeks prior to planting, and use of pre-emergent herbicide during planting.
   - C. Supplying of plant material of the specified type, size, and quality.
   - D. Proper location, layout, and orientation of trees and planting beds.
   - E. Proper amendment of the soil used for planting, preparation of bed areas, sizing of planting pits, and correct planting procedures.
   - F. Installation of sod within the limits shown on the plan, in a neat, finished manner meeting specified requirements.
   - G. Watering and maintaining all plantings per the specified requirements until final completion and acceptance.
   - H. Observing and following any special requirements beyond the specifications as noted on the plans.
2. The Landscape Contractor shall be responsible for:
   - A. Observing and reporting any detrimental soil, drainage, or other any conditions which would affect the health and performance of the landscaping.
   - B. Following all applicable codes and regulations concerning the work, whether or not they are stipulated in the bid documents.
   - C. Providing competent supervision of the work at all times.
   - D. Reporting and repairing any damage caused by his work or actions.
   - E. Maintaining the jobsite in a clean, professional, and workmanlike manner.
   - F. Coordination of or with irrigation installation in order to achieve proper coverage, including adjustments of plant locations if required.
   - G. Coordination with all other aspects of the job affecting the finished character of the landscaping -particularly the drainage system- to achieve proper results, including adjustments to plant locations if required.
   - H. Prosecuting the work in a continuous and diligent manner until it is complete according to the Plans and Specifications.
   - I. Following all administrative and technical requirements of the bid documents.
3. Michael Pape & Associates, P.A. is responsible for insuring that the work meets all requirements stipulated and implied in the Plans and Specifications. Any work that does not is subject to rejection, and replacement by the contractor at his own cost.

REFER TO SEPARATE SET OF SPECIFICATIONS THAT MUST ACCOMPANY THIS PLAN.

REVIEWED
For Code Compliance
City of Ocala Growth Management
SPL18-0016 05/15/19

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DRN. BY SS
CHKD. BY SS

SHEET 2 OF 2

L-2

D-2

Doc ID: 035379a93d751965739ff9ab22dee77dbd77e783

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Exhibit D - Landscape Plan

CONTRACT# AIR/260549

Certificate Of Completion

Envelope Id: 1D67AAF7-836F-87CD-8004-9CFCC436C68F
Status: Completed
Subject: SIGNATURE: Airport Terminal Landscaping Mowing Services Agreement-Yellowstone Landscape (AIR/260549)
Source Envelope:
Document Pages: 23
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
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5/12/2026 11:44:20 AM
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aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Wilding mwilding@yellowstonelandscape.com Business Development Manager Security Level: Email, Account Authentication (None)	Signed by: Michael Wilding 995D2EF683F64E5... Signature Adoption: Pre-selected Style Using IP Address: 2605:59c0:1728:8000:94e2:c1f:d071:1a29 Signed using mobile	Sent: 5/12/2026 11:59:50 AM Viewed: 5/12/2026 12:22:29 PM Signed: 5/23/2026 6:44:31 AM
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c94f:5400:e8ee:2811:33e4:a839 Signed using mobile	Sent: 5/23/2026 6:44:33 AM Viewed: 5/23/2026 12:52:48 PM Signed: 5/23/2026 12:53:06 PM
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Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 38.34.229.97 Signed using mobile	Sent: 5/23/2026 12:53:08 PM Viewed: 5/23/2026 9:19:52 PM Signed: 5/23/2026 9:20:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/23/2026 9:20:15 PM Viewed: 5/26/2026 10:22:13 AM Signed: 5/26/2026 10:22:32 AM

Signer Events	Signature	Timestamp

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

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/26/2026 10:22:13 AM
Signing Complete	Security Checked	5/26/2026 10:22:32 AM
Completed	Security Checked	5/26/2026 10:22:32 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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Order Form

Order #: Q-08717-1
Offer Valid Through: 6/9/2026
Prepared By: Carol Gilmartin
Email: carol.gilmartin@spatialbiz.com

Spatial Business Systems LLC
1890 West Littleton Boulevard
Littleton, CO 80120 US.

Phone: (303) 847-4200
Email: contracts@spatialbiz.com

Bill To
City of Ocala Electric Utility
201 SE 3rd St
Ocala, FL 34471
USA

Ship To
City of Ocala Electric Utility
110 Southeast Watula Avenue
Ocala, Florida 34471
United States

Contact Info
Cody McCormack
cmccormack@ocalafl.gov

Billing Contact
Billing Name:

Billing Email:

Billing Phone:

License Admin
License Admin Name:

License Admin Email:

Order Details

Billing Frequency: Paid Upfront
Currency: USD

Payment Method: ACH / Wire Transfer
Payment Terms: Net 30

QTY	PRODUCT NAME	DESCRIPTION	START DATE	END DATE	UNIT PRICE	DISC (%)	NET PRICE
14.00	AUD - Subscription License	Subscription for a Named User License	6/16/2026	6/15/2027	USD 2,750.00	0.000	USD 38,500.00
						TOTAL:	USD 38,500.00

Grand Total: USD 38,500.00

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Terms and Conditions

Renewal is governed by the Master Implementation Services Agreement executed on June 3, 2025

As of July 1st, 2026 list pricing for User Named Licenses (P4A, P4I, P&C, ABD, DDS, and AUD) will be $3,000.

This Order Form is entered into between Spatial Business Systems LLC ("SBS") and the signatory hereto and is subject to, part of and is expressly conditioned upon acceptance of the terms set forth herein and SBS's End User License Agreement ("EULA"), available at https://www.spatialbiz.com/company/EULA/.

This Order Form may be executed by (i) the end-user customer licensing directly from SBS, or (ii) an authorized reseller licensing from SBS for resale to the end-user identified as the "ship to" entity (each, an "End User").

By signing this Order Form, or by issuing a purchase order or other ordering document referencing it, the signing party accepts and agrees to these terms of its own behalf and, where applicable, on behalf of the End User, and represents that it has authority to bind the End User to the EULA.

~~Any different or additional terms contained in a purchase order, confirmation, or similar document issued by the signing party or the End User---whether pre-printed, standard, or otherwise--- are expressly rejected and shall have no force or effect, even if accepted or not objected to by SBS.~~

In the event of a conflict, the terms of this Order Form shall control, followed by the EULA.

Purchase Order Information

If a PO (Or other document) is required, then Customer agrees to provide the PO information or PO document at its earliest convenience by sending to contracts@spatialbiz.com referencing this Order Number, but agrees to still process payment per the agreed upon terms.

If Customer has provided a PO (or other document) relating to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

Billing and Tax Information

Prices shown above do not include any applicable state or local sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively “taxes”) by SBS. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. State and local sales tax are researched and applied based on the ship-to location on your order form when SBS has taxable nexus in a customer location. Sales or use tax exemption certificates must be provided to SBS before final invoicing. If no tax exemption certificate is provided to SBS at execution of the Order Form, SBS will charge sales, use, VAT, GST or other similar taxes, as applicable.

Invoice(s) for this order will be emailed automatically from Accounts.recievable@spatialbiz.com . Payment due within thirty (30) days of invoicing. Any amounts not paid within thirty (30) days of the due date shall be subject to a late fee or finance charge equal to 1.5% per month.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For Non U.S. Customers

Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to Accounts.recievable@spatialbiz.com .

The below signatories are authorized, on behalf of their respective Parties, to execute this Order Form and to agree to the terms herein as of the Start Date.

Customer City of Ocala Electric Utility
Signature:

Signed by:
Janice Mitchell
55198B43858A4E1...

Name (Print): Janice Mitchell

CFO
Title:

jmitchell@ocalafl.org
Email:

5/17/2026
Date:

_____

Spatial Business Systems LLC
Signature: _____
Name (Print): Bonnie Castle
Title: CFO
Email: bonnie.castle@spatialbiz.com
Date: _____

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Please sign and return to SBS Contracts at contracts@spatialbiz.com .

THANK YOU FOR YOUR BUSINESS!

Docusign Envelope ID: 22D01740-9DD0-8DC2-814A-8A34C7BBEF32

CONTRACT# ELE/241052

MASTER IMPLEMENTATION SERVICES AGREEMENT

This Master Implementation Services Agreement ("**Agreement**") is dated as of this 6/3/2025 ("**Effective Date**") and entered into between **Spatial Business Systems LLC** ("**SBS**"), a Delaware limited liability company, and **City of Ocala** ("**Customer**"), a Florida municipal corporation. This Agreement governs SBS's provision of Implementation Services with respect to SBS's proprietary Software (each as defined below). The parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "**Customer Materials**" means the software, content, data, and information submitted by or for Customer, in any format, pursuant to this Agreement.

1.3 "**Custom Deliverables**" means any software, hardware, information, materials, concepts, systems, procedures, designs, works of authorship, inventions, algorithms, tools or other technology Made by SBS for Customer under this Agreement and expressly designated in a Statement of Work as "Custom Deliverable Owned by Customer".

1.4 "**Deliverables**" means the customized documentation, training materials, reports, schedules, test summaries, and other documentation Made by SBS for Customer pursuant to a Statement of Work.

1.5 "**Fees**" means any fees outlined in a Statement of Work, including without limitation, fees for the Implementation Services.

1.6 "**Implementation Services**" means implementation services, customization services, data migration services, consultant services, and other related services, to the extent identified in a Statement of Work.

1.7 "**Improvements**" means all modifications, revisions, enhancements, improvements, updates, upgrades, new versions, adaptations, or derivatives (including derivative works).

1.8 "**Intellectual Property Rights**" means all trade secrets, copyrights, trademarks, trade names, service marks and other Intellectual Property Rights throughout the world.

1.9 "**Made**" means made, authored, created, derived, developed, written, invented, conceived, reduced to practice or otherwise generated.

1.10 "**SBS Technology**" means development tools, know-how, methodologies, processes, technologies, or algorithms used in or developed during the provision of the Implementation Services and all intellectual property and data created as during the Implementation Services.

1.11 "**SBS Background IP**" means the Software, SBS Technology, and any other software, hardware, information, materials, concepts, systems, procedures, designs, works of authorship, inventions, algorithms, tools or other technology (a) owned, licensed, or controlled by SBS as of the Effective Date, (b) acquired, developed, created, licensed outside of this Agreement at any time, and (c) any Improvements Made to, on, or of either (a) or (b) by either party either acting alone or jointly with the other party or any third party.

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1.12 "**Statement of Work**" means any order document or form executed by SBS and Customer identifying the Implementation Services to be provided and Fees to be paid under this Agreement.

1.13 "**Software**" means any software products provided under an SBS end user license agreement, including any add-in modules to the software, any Improvements thereto.

2. IMPLEMENTATION SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, SBS shall provide the Implementation Services ordered by Customer in the applicable Statement of Work pursuant to the terms of such Statement of Work and this Agreement. The initial Statement of Work is attached to this Agreement as **Exhibit A**. Each Statement of Work shall be incorporated by reference into this Agreement. If Customer requires a separate purchase order, no terms and conditions set forth in a Customer purchase order shall be binding on SBS unless accepted in writing by SBS, and SBS hereby objects to and rejects all terms and conditions not so accepted. If a Statement of Work indicates that any Customer Affiliates or Customer's third-party contractors will be receiving Services hereunder, Customer shall remain responsible for compliance by each of its Affiliates and/or third-party contractors (as applicable) receiving any Services with all applicable terms and conditions of this Agreement unless each Customer Affiliate becomes a party to this Agreement. At the start of the deployment planning, Customer and SBS may develop a mutually agreed upon deployment plan that shall be detailed in the applicable Statement of Work. Each party shall designate a project lead with the qualifications, expertise, and knowledge who is authorized by that party to act as a liaison between Customer and SBS and assume the responsibilities detailed in Section 2.4 below ("**Project Lead**").

2.2 SBS Responsibilities. Performance of the Implementation Services includes SBS's undertaking of the responsibilities set forth in this Section 2 as reasonably applicable to the Implementation Services being performed. SBS reserves the right to subcontract any or all portions of the Implementation Services that SBS is obligated to perform. SBS shall remain responsible for for all of its subcontractors.

2.3 Customer Responsibilities. Completion of the Implementation Services by SBS is contingent upon Customer fulfilling the responsibilities set forth in this Section 2. Customer shall complete all necessary arrangements set forth in the Statement of Work or the applicable Statement of Work prior to the commencement of the Implementation Services. Customer shall make knowledgeable staff available to SBS promptly upon a request to provide background information and clarification of information required to perform the Implementation Services. Documentation and information provided to SBS staff by Customer must be accurate, complete and up-to-date. Customer shall assign system administrators and operators available by phone for the duration of the provision of Implementation Services. Should the project plan rely on electronic/network transfer of data, Customer shall provision and enable any network components or Implementation Services required to facilitate the data transfer. Where applicable, Customer shall provide security passes to allow SBS access, and the ability to enter and leave Customer facilities, with laptop personal computers and any other materials related to the Implementation Services. If required by SBS, Customer shall participate in testing as directed by SBS.

2.4 Joint Project Management Responsibilities and Tasks. Both SBS and Customer Project Leads shall ensure the responsibilities and tasks set forth in this Section are met as are reasonably applicable to the Implementation Services being performed. Each Project Lead shall ensure that an authorized representative of its respective party shall approve documents and specifications in accordance with this Agreement. The Project Leads shall work together to:

(a) coordinate, schedule and monitor all resources and activities related to the Implementation Services;

(b) coordinate and monitor all project change process activities related to the Implementation Services;

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(c) act as the focal points for communications between Customer and SBS during the provision of all Implementation Services;

(d) attend SBS and Customer status meetings, as applicable; and

(e) upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of the Implementation Services, promptly initiate the project change process as described in this Agreement, to address the potential delay.

2.5 Project Change Process. Either party may initiate change requests. Any change to the scope of the Implementation Services shall be coordinated with the parties Project Leads and agreed to by the parties. The reasons for a change may include: Customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change shall submit each change request to the other party's Project Lead, and then both Project Leads shall review such request for validation.

3. ADDITIONAL AGREEMENTS. This Agreement only provides for SBS's Implementation Services and does not provide a license to the Software. Customer's license to the Software is set forth in the applicable end user license agreement, each of which are available at https://www.spatialbiz.com/eula/ and [URL] (the "**EULA**"). If for any reason Customer has not entered into the EULA at the time Customer enters into this Agreement, then by entering into this Agreement, Customer agrees to enter into and be bound by the terms of the EULA. The EULA forms a separate and direct agreement between Customer and SBS and exclusively governs Customer's license to and use of the Software. The terms of the EULA will apply to the Software provided under the EULA but will not otherwise apply to Customer's access to or use of the Deliverables or Custom Products provided under this Agreement.

4. FEES AND PAYMENT TERMS.

4.1 Price. SBS shall invoice and Customer shall pay the Fees for the Implementation Services set forth in the applicable Statement of Work in accordance with terms and milestones set forth in the applicable Statement of Work. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to SBS under this Agreement (excluding any taxes arising from SBS income or any employment taxes). Fees for any Implementation Services requested by Customer that are not set forth in a Statement of Work will be charged as mutually agreed to by the parties in writing. All payments received by SBS are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States Dollars.

4.2 Expenses. Customer shall pay all expenses incurred by SBS in relation to the performance of the Implementation Services, including travel, lodging, and related expenses, as further set forth in the applicable Statement of Work. SBS shall comply with Customer's expense reimbursement policies, if any, provided the same are provided to SBS in writing prior to the commencement of any Implementation Services.

4.3 Payment. Unless the applicable Statement of Work provides otherwise, Customer shall pay the Fees within thirty (30) days following Customer's receipt of each invoice. All past due invoices will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower. SBS may suspend the provision of all Implementation Services until such time as Customer pays all past due amounts. If Customer is habitually delinquent in its payments, SBS may, upon written notice to Customer, (a) terminate this Agreement for breach without an opportunity to cure, or (b) the payment terms shall be modified to require full payment before the provision or continued use of all Implementation Services (both currently contracted and scheduled future provisioned) or require other assurances to secure Customer's payment obligations hereunder.

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5. PROPRIETARY RIGHTS.

5.1 Customer Materials. Customer shall provide SBS all Customer Materials necessary for SBS to perform the Implementation Services. As between the parties, Customer owns all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Customer grants SBS a royalty free, non-exclusive, non-transferable (except as permitted by Section 11.2), right and license to use the Customer Materials as necessary to perform its obligations under this Agreement. Customer further authorizes SBS to (a) access and use Customer Materials that do not include personal information following the completion of the Implementation Services identified in a Statement of Work as necessary to provide Customer with mutually agreed upon support and maintenance services and (b) aggregate a de-identified version of the Customer Materials with similar data from other customers and third parties to create datasets and models to further develop SBS's offerings ("**Training Datasets**"), provided that the Training Datasets shall not identify Customer or include any personal information. As between the parties, SBS owns all Training Data it creates.

5.2 Background IP and Deliverables. As between the parties, SBS owns all right, title, and interest in and to the SBS Background IP and Deliverables, including all Intellectual Property Rights therein and relating thereto, and all Improvements Made by or on behalf of SBS relating thereto.

5.3 License to Deliverables. Subject to payment of all applicable Fees when due, SBS grants to Customer a non-exclusive, perpetual, non-transferable, worldwide license to use, for its own internal business purposes, any Deliverables provided to Customer by SBS under this Agreement. Customer may sublicense use of any Deliverables to its Affiliates and third-party contractors, provided that Customer remains responsible for its Affiliates' and third-party contractors' use of the Deliverables in accordance with the terms and conditions of this Agreement. Customer agrees not to sublicense, lease, sell, rent, loan or otherwise transfer the Deliverables or any SBS Background IP to any third party or otherwise use or copy the Deliverables or any SBS Background except as expressly allowed in this Section 5.3 or Section 5.5.

5.4 General Knowledge; Feedback. Customer agrees that SBS is free to disclose aggregate measures of usage and performance, and to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Implementation Services hereunder, including that it could have acquired performing the same or similar services for another customer. If either party provides any general suggestions, ideas, or other feedback about the other party or the other party's products, services, or offerings ("**Feedback**"), the other party may use and otherwise act on Feedback with no financial, credit, confidentiality or other obligation to such party, but is not obligated to use Feedback in any way.

5.5 Custom Deliverables. As between the parties, Customer owns all right, title, and interest in and any Custom Deliverables, including all Intellectual Property Rights therein and relating thereto. Subject to Customer's payment of all applicable Fees, SBS hereby (a) assigns to Customer all right, title, and interest worldwide in and to the Custom Products, including all Intellectual Property Rights therein, but excluding SBS Background IP, and (b) grants to Customer a non-exclusive, perpetual, worldwide, fully-paid right and license, to use all SBS Background IP incorporated into any Custom Deliverables solely to the extent necessary to use the Custom Deliverables, on the condition that Customer does not reproduce, distribute, or use SBS Background IP other than as incorporated in the Custom Deliverables. The license to SBS's Background IP granted in subsection (b) of this Section 5.5 specifically excludes a license to the Software.

5.6 Reservation of Rights. Any rights not expressly granted to Customer hereunder are reserved by SBS. No license under any Intellectual Property Rights is deemed to be granted by either party under any of its Intellectual Property Rights except as otherwise expressly provided in the Agreement.

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6. TERM AND TERMINATION.

6.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue, unless earlier terminated as set forth in this Section 6, until the Implementation Services under all Statements of Work are complete (the "**Term**"). This Agreement shall automatically terminate if there are no Statements of Work active or pending for a period of one hundred twenty consecutive days.

6.2 Termination for Cause. A party may terminate this Agreement or a Statement of Work upon notice if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice of such breach.

6.3 Effects of Termination. Upon the effective date of termination of this Agreement: (a) all amounts owed to SBS under this Agreement before such termination will be due and payable in accordance with Section 3, (b) all Statements of Work will terminate and SBS shall cease providing the Implementation Services, and (c) within 30 days after such termination, each party shall return or destroy all Confidential Information of the other party in its possession and shall not make or retain any copies of such Confidential Information, except (i) as required to comply with any applicable legal or accounting record keeping requirement, (ii) as necessary to perform its obligations or exercise its rights under this Agreement or the EULA (including as provided in Section 5.1), or (iii) that a party may retain Confidential Information in a party's archived backup files. In case of termination by either party for any reason, Customer shall pay all Fees owed for all Implementation Services rendered through the effective date of termination and for all noncancellable costs and expenses incurred in performing those Implementation Services. In addition to the foregoing, if SBS terminates this Agreement for Customer's uncured breach in accordance with Section 6.2, Customer shall also be responsible for payment of the amounts owed for the next milestone, as set forth in the applicable Statement(s) of Work. Sections 4, 5, 6.3, 7.3, 8, 9, 10, and 11 shall survive termination of this Agreement.

7. WARRANTY; DISCLAIMERS.

7.1 Performance Warranty. SBS warrants to Customer that the Implementation Services will be performed in a professional manner consistent with industry standards. If Customer notifies SBS of a breach of the foregoing warranty (specifying the breach in reasonable detail) within ten (10) business days after SBS performs the non-conforming Implementation Services, SBS shall, at its own expense and as its sole obligation and Customer's exclusive remedy for breach of the foregoing warranty: (i) use commercially reasonable efforts to re-perform the Implementation Services that gave rise to the breach; or (ii) if SBS cannot re-perform such non-conforming Implementation Services within thirty (30) days after receiving notice of the breach, Customer may terminate this Agreement upon written notice to SBS and SBS shall refund to Customer the Fees paid for such non-conforming Implementation Services.

7.2 Representations and Warranties by Customer. Customer represents and warrants that it has the right to (a) use the Customer Materials as contemplated by this Agreement and (b) grant SBS the licenses referenced in Section 5.1. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, SBS shall have the right to suspend any of the Implementation Services in order to prevent harm to SBS or its business and to limit any potential liability. If practicable, SBS shall provide notice and opportunity to cure. Once cured, at SBS's discretion, SBS shall use reasonable efforts to resume the Implementation Services promptly.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, THE IMPLEMENTATION SERVICES ARE PROVIDED SOLELY ON AN "AS IS" BASIS. SBS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION SERVICES. SBS MAKES NO WARRANTY REGARDING THE RESULTS CUSTOMER

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MAY OBTAIN IN CONNECTION WITH THE IMPLEMENTATION SERVICES, DELIVERABLES, CUSTOM PRODUCTS, OR SBS BACKGROUND IP.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, COST OF REPLACEMENT OF GOODS OR SERVICES, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SBS'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON (WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID OR OWED BY CUSTOMER TO SBS UNDER THE SPECIFIC STATEMENT OF WORK GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 8 SHALL NOT APPLY TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10 OR TO A PARTY'S OBLIGATIONS UNDER SECTION 9.

9. INDEMNIFICATION.

9.1 Claims Against Customer. SBS shall defend any claim, suit, or action against Customer brought by a third party to the extent based on an allegation that a Deliverable or Custom Deliverable infringes any Intellectual Property Rights of such third party (each, a "**Customer Claim**"), and SBS shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying SBS in writing of such Customer Claim; (b) giving SBS sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at SBS's request and expense, assisting in such defense. In the event that the use of the Deliverable or Custom Deliverable is enjoined, SBS shall, at its option and expense either (i) procure for Customer the right to continue using the same, (ii) replace the Deliverable or Custom Deliverable (as applicable) with a non-infringing but functionally equivalent product, (iii) modify the Deliverable or Custom Deliverable so it becomes non-infringing, or (iv) terminate this Agreement and refund the amounts Customer paid for the Implementation Services that relate to the period during which Customer was not able to use the infringing Deliverable or Custom Deliverable. Notwithstanding the foregoing, SBS will have no obligation under this Section 9.1 with respect to any infringement claim based upon: (1) any use of the Deliverable or Custom Deliverable not in accordance with this Agreement; (2) any use of the Deliverable or Custom Deliverable in combination with products, equipment, software, or data that SBS did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (3) any modification of the Deliverable or Custom Deliverable by any person other than SBS or its authorized agents or subcontractors. This Section 9.1 states SBS's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

9.2 Claims Against SBS. Customer shall defend, any claim, suit, or action against SBS brought by a third party to the extent that such claim, suit or action is based upon or arises from an allegation that the Customer Materials infringe Intellectual Property Rights or personal rights of such third party ("**SBS Claim**") and Customer shall indemnify and hold SBS harmless, from and against Losses that are specifically attributable to such SBS Claim or those costs and damages agreed to in a settlement of such SBS Claim. The foregoing obligations are conditioned on SBS: (i) promptly notifying Customer in writing of such SBS Claim; (ii) giving Customer sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at Customer's request and expense, assisting in such defense. Customer's liability is limited, however, to the limits set forth in Florida Statute §768.28 in force at the time this Agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Customer pursuant to Florida law.

10. CONFIDENTIALITY.

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10.1 Definitions. "**Confidential Information**" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. SBS's Confidential Information includes the SBS Background IP. Customer's Confidential Information includes Customer Materials.

10.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient shall have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

10.4 Public Records. SBS Shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, SBS shall: A. Keep and maintain public records required by the public agency to perform the service; B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if SBS does not transfer the records to the public agency; D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of SBS or keep and maintain public records required by the public agency to perform the service. If SBS transfers all public records to the public agency upon completion of the contract, SBS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SBS keeps and maintains public records upon completion of the contract, SBS 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 SBS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SBS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. GENERAL.

11.1 Independent Contractor. SBS acknowledges that it is an independent contractor, and neither Customer nor SBS is intended to or should be construed to be an agent, partner, joint venture or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

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11.2 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that a party may assign this Agreement without consent from the other party by operation of law or otherwise to (a) an Affiliate, or (b) any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

11.3 Force Majeure. In no event will a party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement or any Statement of Work when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including, but not limited to, natural disasters, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation, government-ordered quarantines or shelter orders, or directly related to novel virus outbreaks, pandemics and epidemics (each, a "**Force Majeure Event**"). The party not subject to the Force Majeure Event may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 60 days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. A Force Majeure Event may delay but shall not relieve a party from a payment obligation under this Agreement or any Statement of Work.

11.4 Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Customer may not provide notice to SBS of an SBS breach or provide notice of termination of this Agreement by electronic mail. Notices from SBS to Customer will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to SBS, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to SBS. Customer hereby consents to service of process being effected on Customer by registered mail sent to the address set forth on Customer's Customer Information Form (or, if no Customer Information Form has been provided, Customer's last address known by SBS) if so permitted by applicable law. Notices from Customer to SBS will be effective when received by SBS in the mail at: Spatial Business Systems LLC, 1890 West Littleton Boulevard, Littleton, CO, 80120, Attention: Copyright Agent.

11.5 Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement will be brought in the federal or state courts in the State of Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought by a party to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11.6 SBS Subsidiaries and Affiliates. Customer acknowledges and agrees that SBS may arrange to have its Affiliates engage in activities in connection with this Agreement, including, without limitation, delivering the Implementation Services, provided that SBS (and not such Affiliates) will remain subject to the obligations of SBS under this Agreement. Customer also agrees that SBS's Affiliates may enforce (including taking actions for breach of) this Agreement.

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11.7 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 5.3, 5.5, or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

11.8 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9 Severability. If any provision of this Agreement is, for any reason, held to be unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

11.10 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

11.11 Entire Agreement. This Agreement, including all Statements of Work, constitutes the final and entire agreement between the parties regarding the Implementation Services and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall govern, provided that the Statement of Work specifies the applicable provisions in this Agreement that it intends to modify. The exchange of a fully-executed Statement of Work by electronic signature will be sufficient to bind the parties to the Agreement and such Statement of Work. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

Spatial Business Systems LLC

Signature: Signed by: Al Eliasen 094CF0F0A2F84E3...

Printed: Al Eliasen

Title: President

Address for Notice:
Spatial Business Systems LLC
1890 West Littleton Boulevard
Littleton, CO, 80120
Attention: Copyright Agent

City of Ocala

Signature: Signed by: Kristen Dreyer 382728BFAF374FC...

Printed: Kristen Dreyer

Title: Council President

Address for Notice:
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Attention: City Attorney's Office

Approved as to form and legality:

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

Docusign Envelope ID: 22D01740-9DD0-8DC2-814A-8A34C7BBEF32

Exhibit A

[Insert form of Statement of Work]

docusign

Certificate Of Completion

Envelope Id: 67C11E26-02A3-4EA2-9637-A3C56FB2AD3B
Status: Completed
Subject: SIGNATURE - Master Implementation Services Agreement - AUD Software (ELE/241052)
Source Envelope:
Document Pages: 10
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/28/2025 10:07:47 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Al Eliasen al.eliasen@spatialbiz.com President Security Level: Email, Account Authentication (None)	Signed by: Al Eliasen 094CF0F0A2F84E3... Signature Adoption: Pre-selected Style Using IP Address: 71.66.221.115	Sent: 5/28/2025 10:12:42 AM Viewed: 5/28/2025 10:37:45 AM Signed: 5/28/2025 10:38:12 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2025 10:37:45 AM ID: 483484fa-e0fa-479a-a812-27945087cbcb		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/28/2025 10:38:14 AM Viewed: 6/3/2025 10:05:18 AM Signed: 6/3/2025 10:17:21 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b1a9:20f7:c853:c494:55c5:8150 Signed using mobile	Sent: 6/3/2025 10:17:23 AM Viewed: 6/3/2025 10:55:36 AM Signed: 6/3/2025 10:55:52 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 10:12:42 AM
Envelope Updated	Security Checked	5/28/2025 10:13:09 AM
Certified Delivered	Security Checked	6/3/2025 10:55:36 AM
Signing Complete	Security Checked	6/3/2025 10:55:52 AM
Completed	Security Checked	6/3/2025 10:55:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

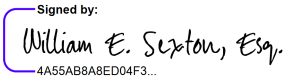
Certificate Of Completion

Envelope Id: 22D01740-9DD0-8DC2-814A-8A34C7BBEF32
Status: Completed
Subject: SIGNATURE: 2026 Renewal of Automated Utility Design Subscription - SpatialBiz (ELE/241052)
Source Envelope:
Document Pages: 18
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/15/2026 1:15:58 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/15/2026 1:20:53 PM Viewed: 5/15/2026 3:16:46 PM Signed: 5/15/2026 3:35:50 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by:  55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:a18f:7ad3:69ae:d357:faa:b361 Signed using mobile	Sent: 5/15/2026 3:35:52 PM Viewed: 5/17/2026 11:36:32 AM Signed: 5/17/2026 11:36:55 AM
Electronic Record and Signature Disclosure: Accepted: 5/17/2026 11:36:32 AM ID: 48c60dad-6472-4838-b947-3da26acdd610		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/17/2026 11:36:32 AM
Signing Complete	Security Checked	5/17/2026 11:36:55 AM
Completed	Security Checked	5/17/2026 11:36:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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

Docusign Envelope ID: 6153CE4C-A859-80BB-83C5-9895816F12A4

CONTRACT# ITS/260481

Quote prepared on:
April 30, 2026
Quote prepared by:
Gregory DuBois
gregory.dubois@centralsquare.com

Quote #: Q-259143
Primary Quoted Solution: Community Dev
Quote expires on: October 27, 2026

Quote prepared for:
Kelly Vann
City of Ocala
201 SE 3rd St
Ocala, Florida 34471
352-629-2489

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - As Incurred	720.00
2.	Public Administration Training Services - As Incurred	2,880.00
	Services Total	3,600.00 USD

QUOTE SUMMARY

Services Subtotal	3,600.00 USD
Quote Subtotal	3,600.00 USD

Docusign Envelope ID: 6153CE4C-A859-80BB-83C5-9895816F12A4

CONTRACT# ITS/260481

Quote prepared on:
April 30, 2026
Quote prepared by:
Gregory DuBois
gregory.dubois@centralsquare.com

Quote Total	**3,600.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.
Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

Docusign Envelope ID: 6153CE4C-A859-80BB-83C5-9895816F12A4



Quote prepared on:
April 30, 2026
Quote prepared by:
Gregory DuBois
gregory.dubois@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Execution

Contract Startup
- 100% Due Upon Execution

Hardware & Third-Party Software
- 100% Due Upon Execution

Services
- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services
- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses
- Due as Incurred

Docusign Envelope ID: 6153CE4C-A859-80BB-83C5-9895816F12A4

CENTRALSQUARE®

Quote prepared on:
April 30, 2026
Quote prepared by:
Gregory DuBois
gregory.dubois@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

City of Ocala

Signature: DocuSigned by: Christopher Watt
8C80B9F07388433...

Name: Christopher Watt

Title: Chief of Staff

Date: 5/20/2026

Applicable Additional terms will be added to the next page.

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

Docusign Envelope ID: 6153CE4C-A859-80BB-83C5-9895816F12A4

CENTRALSQUARE

Summary of Services

Project: Ocala, FL (Q-259143)

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

CentralSquare will provide training hours as incurred for WUM/Administration in Community Development. Services provided remotely. Hours:

16 Training billed as incurred $180/hr.
4 Project Mgmt. billed as incurred $180/hr.

Project Management: Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Certificate Of Completion

Envelope Id: 6153CE4C-A859-80BB-83C5-9895816F12A4
Subject: SIGNATURE - Public Administration Training - CDS (ITS/260481)
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/13/2026 3:46:27 PM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/13/2026 3:48:24 PM Viewed: 5/20/2026 3:14:27 PM Signed: 5/20/2026 3:16:05 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 3:16:06 PM Viewed: 5/20/2026 3:18:35 PM Signed: 5/20/2026 3:19:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 3:18:35 PM ID: 69bd4be2-b483-4a85-9b67-38efa61a6c77		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kelly Vann kvann@ocalafl.gov I.T. Implementation Manager City of Ocala Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2026 3:19:11 PM

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2026 3:48:24 PM
Certified Delivered	Security Checked	5/20/2026 3:18:35 PM
Signing Complete	Security Checked	5/20/2026 3:19:10 PM
Completed	Security Checked	5/20/2026 3:19:11 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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Professional Services Agreement
Task Order 23

In accordance with the terms and conditions of the Agreement (Contract No. TMM-437) between City of Ocala ("Client") and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC ("Telvent" or "Schneider Electric"), this Task Order authorizes delivery of the Services and Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: Schneider Electric shall provide Extended Support & Maintenance ("ESM") Services as detailed in Exhibit A for the Customizations set forth in Exhibit B.

2. Contract Type (FFP or T&M): Fixed Price.

3. Total Task Order Value: $12,578. Payment shall be due thirty days from the start date of support.

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: Support shall be provided for the period beginning June 1st, 2026 and expiring August 31st, 2026.

5. Special Considerations:

   The following provisions shall not apply to the services performed under this Task Order
   - Article 4, Acceptance.
   - Article 11g, Suspension of Work. Client shall not have the right to suspend the services.

ACCEPTED AND AGREED:

City of Ocala

Signature: Signed by: Janice Mitchell 55198B43858A4E1...

Printed Name: Janice Mitchell

Title: CFO

Date: 5/18/2026

Schneider Electric Smart Grid Solutions, LLC

Signature: Signed by: Drew Ditter 0B6AF4B148AE4A7...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 5/18/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

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Exhibit A

ESM Terms and Conditions

Definitions

"Case" shall mean a service request made by Client in accordance with the terms of the Agreement.

"Customizations" shall mean the source code developed and supported by Schneider Electric listed in Exhibit B to this Agreement.

"Defect" shall mean the failure of a Customization developed by Schneider Electric to perform in accordance with its design specification documentation.

"QFE" stands for Quick Fix Engineering. A term for the delivery of individual service updates.

"Maintenance Term" shall mean a period of one year during which Schneider Electric will provide ESM support to Client.

"Trip" shall mean a combined total of up to forty (40) hours of on-site and/or remote assistance provided by Schneider Electric related to the ESM support. The time spent traveling to Client's offices shall be included in the total allotment of hours provided for a Trip. Travel expenses are included in price of the Agreement.

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Services to Be Provided

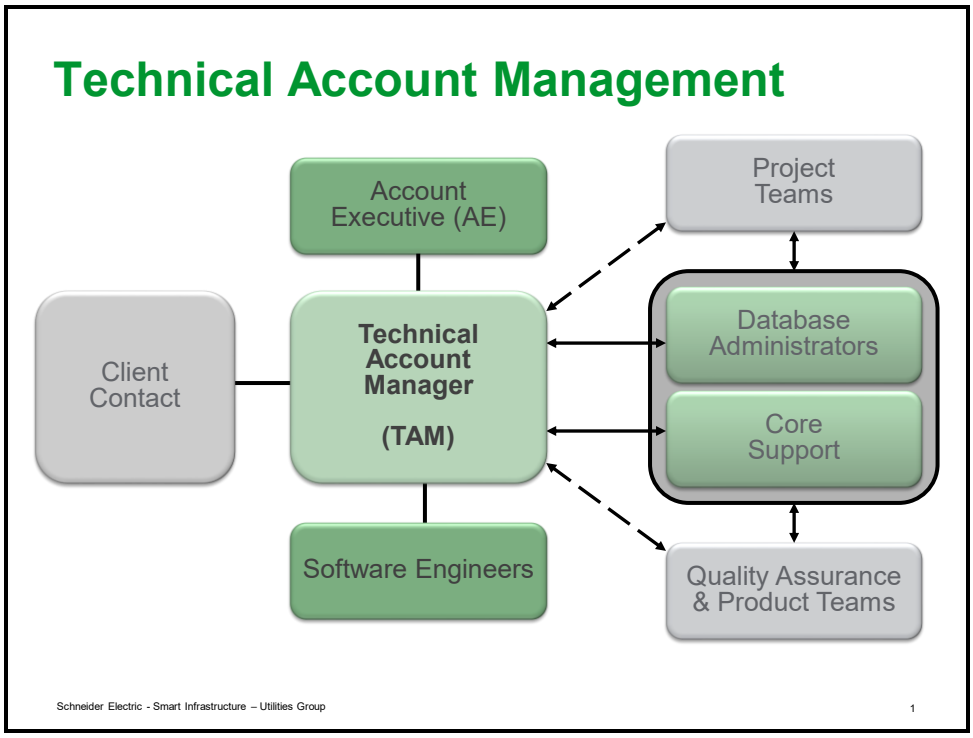
Schneider Electric shall provide the following ESM services under this Agreement.

A. Technical Account Manager ("TAM")

Schneider Electric shall provide a TAM to serve as a primary point-of-contact for Client. The TAM will become familiar with the ArcFM Solution products licensed to Client, release levels, applications, computing platforms, and any other ArcFM Solution related issues. Schneider Electric cannot guarantee the TAM will always be available or that the TAM will be the only support team member to work with Client, however, Schneider Electric will engage in commercially reasonable efforts to ensure the TAM is available.

The role of the TAM is to:

- Provide overall coordination and management of resolution of support cases (core ArcFM and Extended)
- Provide regular case status updates via phone, email, WebEx, reports
- Provide pro-active information sharing (e.g. software news, critical issues, & updates)



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B. Telephone Support & Defect Logging

Schneider Electric shall provide support via telephone and email during its regular business hours, Monday through Friday from 8am-5pm Mountain Time, and at other times by the prior mutual agreement of the parties. Client shall log new Cases or review its Case history via the internet using Schneider Electric's portal. New support calls may be logged via internet, voicemail or email.

- Phone: 970-266-4485, 866-828-3296
- Web Site: https://myarcfm.schneider-electric.com/myarcfm/s

All requests received by Schneider Electric will be recorded and categorized by priority. Each Case shall be assigned a unique ID number and assigned a priority level (Urgent, High, Medium, and Low as defined below). Schneider Electric shall use its best efforts to provide responses to the requests within Service Levels described below.

Incident Tracking (M – F, 8:00am to 5:00pm, Mountain Time Zone) Schneider Electric Service Center contacted via Phone, Email, or Portal	
Service	**Service Level**
URGENT: Priority 1 Defect – more than one user is affected, and there is no work-around or the problem is mission critical to the business.	2 business hours or less.
HIGH: Priority 2 Defect – more than one user is affected, but there is a work-around or only one customer is affected and a critical task cannot be performed.	8 business hours or less.
MEDIUM: Priority 3 Defect – only one user is affected and there is a work-around, or the problem is not critical.	24 business hours or less.
LOW: Priority 4 Defect– requests for information.	40 business hours or less.

C. Environment Hosting

- **Remote Desktop Access**

  Schneider Electric may establish remote desktop access to the Client's environment through an external connection such as Citrix, VNC (Virtual Network Connection), or VPN (Virtual Private Network) in order to facilitate troubleshooting and support. Production support is limited to verification of correct configurations and settings. At no point will Schneider Electric directly make changes to the Client's production environment. However, Schneider Electric will provide documentation on configuration changes for remediation of software issues. If requested, a WebEx will be accommodated to support Client staff during normal

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business hours. If Client's Security Policy does not permit remote access, Schneider Electric may need to setup a web meeting in order to enable an analyst to view the Client's environment.

- **Client's SDE Database Instance and ArcFM Solution Environment (VM) at Schneider Electric Site**

Client shall provide an updated copy of its SDE Geodatabase(s) to Schneider Electric so that Schneider Electric may access this in order to recreate a Defect or perform additional testing. Normally, quarterly updates are performed or as needed if necessary for existing incident work required. So long as Client continues to provide Schneider Electric with an updated copy of its SDE Geodatabase(s), the database will be maintained at Schneider Electric's offices at the same release level as Client's production environment. If Client is unable to provide a copy of its database, both parties will work together to establish the best possible environment to investigate issues. Schneider Electric will maintain a virtual environment with the Client's ArcFM Solution software with the underlying ESRI software components for testing and support. Schneider Electric shall work with the Client in an effort to make sure this virtual environment will match Client's ArcFM Solution production software (Third Party software, excluding ESRI, will not be in the environment). The virtual environment will be setup as close to the client environment as possible. Instances that involve 3rd party software integrations (e.g. SAP), the integration will be simulated in the virtual environment. For quality assurance purposes, a separate development environment is maintained for Schneider Electric to use to resolve Defects in the Client's Customizations.

D. TAM / Analyst Resource On-site

At the request of Client, a support team member (TAM or Analyst) will provide one on-site Trip in order to provide the following services which include, but are not limited to:

- Case updates / review
- Assisting Client in transitions from project deployment to ESM
- Supporting Schneider Electric staff exposure to Client workflow
- Transferring technical knowledge from project analysts on the Schneider Electric Delivery Team to ESM support analysts
- Making recommendations with administration / configuration tasks
- Defect resolution of Customizations (if Maintenance of Client Customizations is included)
- Option to utilize forty (40) hours of remote Custom Tool Development instead of one on-site trip
- Onsite hours are for the duration of the maintenance term and do not rollover.

Any Trip not scheduled during the Maintenance Term is non-refundable and non-transferable.

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E. Link Passes – Annual User's Conference

Client shall receive two (2) passes to the annual Schneider Electric Utility User's Conference ("Link") for Client employees. Passes are non-refundable, non-transferable and may only be used for the Link Conference during the Maintenance Term.

Additional Services - Optional

For an additional cost, the following services may be purchased by Client in addition to the standard services provided above at any time during the Maintenance Term.

F. Maintenance of Client Customizations

A technical analyst will become knowledgeable with Client's production environment and Customizations in order to enable the analyst to react quickly and efficiently to real-time issues.

- **Defect Resolution**

  Once a Defect has been reported to Schneider Electric, Client will be able to work directly with the technical analyst while the Defect is being resolved. The technical analyst will be responsible for updating existing documentation pertaining to the Defect being resolved and providing Client status updates as necessary. The technical analyst and TAM will coordinate communication between the Client and Schneider Electric. Schneider Electric shall only resolve Defects to the Customizations listed in Exhibit B – Software Components. Defects to Customizations that are introduced as a result of a ArcFM Solution product patch or QFE (applied by Client) will be addressed within this service. Schneider Electric will not be obligated to fix Defects to Customizations that may be caused due to Client applying a new software release to its system. Defect resolution for custom components that fall within the current support matrix for Microsoft or other OS will be supported. This includes support for OS patches within the existing supported versions.

- **Formal Build Process (Continuous Integration)**

  Upon agreement between Client and Schneider Electric, Schneider Electric will maintain Client customizations in a Continuous Integration (CI) process. Schneider Electric's CI environment utilizes various technologies to manage and control source files, references, and build dependencies. The result is quickly deployable software builds, and precise awareness of the status of builds and deliveries to the Client.

G. Core Product Patch Testing (QFEs & Hot Fixes)

On release of a Schneider Electric core product patch, Schneider Electric shall pro-actively notify the Client of the new patch. If Client decides to apply the patch, Schneider Electric will test the patch in the Client's virtual environment on Schneider Electric systems and provide test results as it relates to Client's Customizations in the online Case management system.

Client shall notify Schneider Electric prior to applying any such update to its production environment, allowing Schneider Electric to pro-actively review the impact and identify any required fixes prior to production updates. Schneider Electric shall provide or make available to

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Client corrections to address Defects in the Customizations required to ensure the Customizations are fully compatible, integrated and functional with any patch or QFE in any underlying Schneider Electric software that is licensed by Client.

H. Troubleshooting Support for Non-ArcFM Solution Software

In the event it is established that the source of a problem in a Customization is rooted in technology other than that provided by Schneider Electric's ArcFM Solution Software, Schneider Electric shall provide commercially reasonable assistance in isolating the source of the issue. Schneider Electric will also (at Schneider Electric's discretion) assist the Client and the software vendor support team in order to attempt to facilitate a resolution to the problem affecting the Customization. Schneider Electric's obligation with respect to troubleshooting support for non-ArcFM software is limited to assistance with facilitating the conversation with the vendor. Schneider Electric is not responsible for solving vendor issues as it relates to the Customizations covered under this Agreement.

I. Additional On-Site Support

Client may purchase one or more additional Trips to Client's offices. This allows Client the ability to have a resource (TAM, Analyst, or DBA) on-site on a regular basis. Prior to the on-site meeting, the resource will work with Client to develop an agenda for the items and issues that will be addressed. Two specific examples include Database and ArcSDE Performance Tuning Analysis and Database Support & Health Checkups Analysis.

- **Database and ArcSDE Performance Tuning Analysis**
  A Schneider Electric employee will travel to Client's offices for a Trip intended to provide an on-site tuning analysis of Client's database, provide recommendations of changes, and jointly implement acceptable changes. This Service is done as a collaborative effort with Client's onsite ArcSDE/Database Administrator and may include spatial tuning. During this service, Schneider Electric will require DBA privileges to the customer's database or 'side-by-side collaboration' with the Client's DBA in order to analyze the database. At the conclusion of this service, Schneider Electric will provide a summary report to the Client of findings and recommendations. The Client is responsible for implementing changes in their production environment.
- **Database Support & Health Checkups Analysis**
  A Schneider Electric employee will travel to Client's offices for a Trip to provide services related to the overall health of Client's ArcFM implementation. Services include, but are not limited to, assisting Client with versioning structure, spatial data, database tuning, configuration / administration tasks, and analysis of the overall health of the Client's database.

  In addition, Schneider Electric will participate in up to three (3) "wellness check calls". Wellness check calls are remote conference calls between the Schneider Electric DBA and Client's DBA/GIS administrator inquiring into the status of the database and addressing any issues. Wellness check calls are limited to a maximum of two (2) hours per call.

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Database related activities require a collaborative effort with Client's onsite ArcSDE/Database Administrator and may include spatial tuning. During this service Schneider Electric will require accessibility to Client's DBA personnel in order to perform certain functions to the customer's database.

J. Custom Tool Development

Client may purchase support services (increments of 40 hours) in order to enhance and/or extend the functionality of its Customizations. Scheduling of effort will be mutually agreed upon between Client and Schneider Electric. At the end of the Maintenance Term, all unused hours will expire.

K. Developers Support

Client may purchase support services (increments of 40 hours) in order to consult with a Developer on coding strategies, methodologies, best practices, ideas, issues, errors, and other related topics to Developer support. These hours can be consumed anytime during the Maintenance Term based on resource availability. At the end of the Maintenance Term, all unused hours will expire.

L. Utility Network Data Verification and Readiness Program (UN Data Analysis)

Schneider Electric's **Utility Network Data Verification and Readiness Program** is a program that helps you achieve optimal data quality for immediate and future success as it relates to your everyday work functions as well as the future migration to the utility network. It will provide a set of detailed reports that help understand data conditions that could impact the migration and an overview of potential ways to correct the data. Also, as a part of the program, an on-site review of the reports will be conducted to ensure a complete understanding of the information contained in the reports.

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Excluded Services

ESM Support does not include support for the following:

- Defects in ESRI software, although the TAM will remain involved to coordinate resolution by ESRI.
- Defects in other components of Client's operating environment for example, third-party hardware, data or software.
- Defects in Schneider Electric Software that has been modified by Client or a third-party.
- Defects in Customizations or interfaces that have been developed or modified by Client or a third-party.
- Errors or loss of functionality due to or arising from improper installation of Customizations by Client in Client's production environment.
- Upward compatibility of Customizations and interfaces with ArcFM software releases or future releases of third party software, including but not limited to, ESRI, Database, or Operating System software.
- Maintenance and support of core Schneider Electric products. Maintenance and support for these products is covered under the Maintenance and Support Agreement, Contract No. 2005-150M. However, the TAM will provide overall coordination of support related activities.
- Data errors or application problems resulting from these data errors, which are identified by Schneider Electric as a result of an investigation of an issue.
- Direct administration of Client's environment such as administration through direct connection through VPN or remote desktop.
- Database administration tasks such as backup, restoration, database tracing, maintenance plans.
- Installation of software / patches within Client's environment.
- Development support of and/or development of new custom functionality or enhancements to existing functionality, unless Client has purchased time under item "Custom Tool Development".
- Issues that need to be addressed after hours, including support of system issues and/or production administration tasks. Support for after-hours critical Responder production issues shall be addressed by Client's 24x7 support agreement with Schneider Electric.
- Schneider Electric will not replicate or offer support for non-supported OS versions. This includes Windows 7 and Windows Server 2008 Operating Systems (Microsoft is no longer providing security updates for these environments).

If a question or issue falls outside the scope of the services provided under this task order, such as a networking issue or core operating system issue, the TAM or a support analyst will notify Client that potential charges may be incurred if they were to continue working on the problem. No additional services will be performed or charges applied unless agreed to in writing by the parties.

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There are no deliverables included within this Agreement. The services will be considered done upon completion of the tasks by Schneider Electric or when Schneider Electric's obligations have ceased due to the expiration of the Maintenance Term.

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Quote

The services are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Schneider Electric or taxes based upon Schneider Electric's employees). In the event such taxes and/or charges become applicable, Client shall pay any such applicable tax upon receipt of written notice that it is due.

If Client decides to receive support for additional Customizations that are not listed in Exhibit B, the Parties shall amend the Agreement to include the additional Customizations into the Agreement. Additional charges will apply.

The quote for the services detailed in this task order is as follows:

Reference	ESM Program - Included	
A	Technical Account Manager (TAM) – Single-Point-Of-Contact - Overall coordination and management of support cases - Regular case status updates - Pro-active information sharing (software news & updates)	$12,578
B	Telephone Support & Incident logging	
C	Environnent Hosting options (one) - Secure Remote Desktop Access - Client's SDE Database Instance and ArcFM Solution Environment at Schneider Electric Site	
D	TAM / Analyst Resource On-Site (TAM or Analyst – 1 Trip)	
E	Link Passes (2) – Annual User's Conference	
F	Maintenance of Client Customizations - Client's SDE Database Instance at Schneider Electric Site - Client ArcFM Solution Environment (virtual machine) - Defect Resolution Formal Build Process (Continuous Integration)	

Reference	Additional Services – Optional	
G	Core Product Patch Testing (QFEs & Hot Fixes)	$17,971
H	Troubleshoot Support for Non-ArcFM Solution Software	$7,860
I	Additional On-Site Support (1 Trip)	$14,994
J	Custom Tool Development (40 hours)	$10,475
K	Developers Support (40 hours)	TBD
L	UN Data Analysis	$19,950

Docusign Envelope ID: 64D4AED7-6397-8F18-81E9-8EFC07C7E99A

Exhibit B
Software Components

This section shall be identified if Client elects to purchase the additional service Maintenance of Client Customizations.

Workflow Manager Extensions
Custom Work Request, Work Request Location, Work Request Customer, Design, Cost Factor tabs
Archiving of design to PDF
Business logic to set dates for approval and completion
Business logic to calculate the work order and project number

Customizations
Stock Item Lookup
Custom Reports
CU Textbox Tool
Autotext Generation for Title Block
Auto Pole Number Generator
Work Order ID Field Populator AU
Automated Reconciling Process
Auto Work Request Creation
Structure Split Subtask
Pole Number Save tool in Workflow Manager
Design Reference Tool
CIAC Checkbox on Work Request Tab

Certificate Of Completion

Envelope Id: 64D4AED7-6397-8F18-81E9-8EFC07C7E99A
Status: Completed
Subject: SIGNATURE: Task Order #23 - 2026 Renewal (ELE/13-025)
Source Envelope:
Document Pages: 12
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/11/2026 3:45:45 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/11/2026 3:49:08 PM Viewed: 5/13/2026 11:42:06 AM Signed: 5/13/2026 11:42:55 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 75.236.84.88	Sent: 5/13/2026 11:42:57 AM Viewed: 5/13/2026 12:54:53 PM Signed: 5/18/2026 10:20:45 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 10:20:28 AM ID: f4c098ab-4a43-4399-b3b1-3a3f288a5476		
Drew Ditter drew.ditter@se.com Global Operations Director Security Level: Email, Account Authentication (None)	Signed by: Drew Ditter 0B6AF4B148AE4A7... Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.92	Sent: 5/18/2026 10:20:47 AM Viewed: 5/18/2026 10:56:30 AM Signed: 5/18/2026 12:15:24 PM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 10:56:30 AM ID: 3f9cc21b-0ac1-41b0-a1c8-91bddc158ca9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2026 3:49:09 PM
Envelope Updated	Security Checked	5/15/2026 12:24:54 PM
Envelope Updated	Security Checked	5/15/2026 12:24:54 PM
Certified Delivered	Security Checked	5/18/2026 10:56:30 AM
Signing Complete	Security Checked	5/18/2026 12:15:24 PM
Completed	Security Checked	5/18/2026 12:15:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A

CONTRACT# 200919

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 43 Rev #1

EFFECTIVE DATE: 5/18/2026

DS
PL
Contracting Officer
Approval/Initials

Project Title: Surface Depression, NE 17th Road Right-of-Way, Ocala, Florida

To: *Geotech*
1016 SE 3rd Avenue,
Ocala Fl, 34471

Attn: *Grady Polk*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 158-020-430-538-53-31010

In accordance with **your proposal 16593: (Surface Depression, NE 17th Road Right-of-Way, Ocala, Florida),** you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$4,270.00 .**

Requested By: _____ **Date:** 5/19/2026
Department Director

Approved By: DocuSigned by: Ken Whitehead 5677F... **Date:** 5/19/2026
Deputy/Assistant City Manager

Created By: Jennifer Stull - Engineering/CIP **Date:** 5/18/2026

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A

Change Order

No. 1

EFFECTIVE DATE: 4/23/26 **CONTRACT NUMBER:**

OWNER: City of Ocala **ENGINEER:** Sean Lanier, P.E. City Engineer

CONTRACTOR: Geo-Tech, INC

PROJECT: Surface Depression, NE 17th Rd. Right-of-Way

The following change is made to the contract:

- Add $800 to Task Work Order #43, increasing the total from $3,470 to $4,270. The additional funds are required to cover the additional time spent monitoring grout injection at the above-stated project, which was not accounted for in the original proposal. GL

Attachments:

If the above change(s) have affected the Contract Price, this Change Order will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- (●) Unit Prices
- ( ) Lump Sum
- ( ) Other _____

Method of determining change in Contract Times:

- ( ) Contractor's records
- ( ) Engineer's records
- (●) Other N/A

Estimated Change in Task Work Order Price:
(use +/- to reflect contract price change)

Contract Price: $ + $800

Estimated increase/decrease in Contract Time:
(use +/- to reflect contract time change)

Substantial Completion: N/A days

Ready for final payment: N/A days

RECOMMENDED:

Paul Constable Digitally signed by Paul Constable Date: 2026.04.23 13:53:32 -04'00' Project Manager

Print Name: Paul Constable

Impact to Task Work Order amount $:

- ( ) Neutral
- ( ) Negative $ _____ decrease
- (●) Positive $ 800 increase

NEW Task Work Order Amount $4,270

ACCEPTED:

_____ Contractor

Print Name: _____

AUTHORIZED:

Jimmy Lopez Digitally signed by Jimmy Lopez Date: 2026.04.23 14:08:37 -04'00'

(●) Jimmy Lopez, Capital Projects Division Head

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A

Add $800 to Task Work Order #43, increasing the total from $3,470 to $4,270. The additional funds are required to cover the additional time spent monitoring grout injection at the above-stated project, which was not accounted for in the original proposal. GL 158-020-430-538-53-31010 will be used to cover the additional funding needed.

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A
Docusign Envelope ID: 9E701EBE-8205-472F-A875-39002FB79CB2

CONTRACT# 200919

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 43

EFFECTIVE DATE: 3/20/2026

DS
PL
Contracting Officer
Approval/Initials

Project Title: Surface Depression, NE 17th Road Right-of-Way, Ocala, Florida

To: *Geotech*
1016 SE 3rd Avenue,
Ocala Fl, 34471

Attn: *Grady Polk*

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 158-020-430-538-53-31010

In accordance with **your proposal 16593: (Surface Depression, NE 17th Road Right-of-Way, Ocala, Florida),** you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$3,470.00 .**

Requested By: _____ **Date:** 3/24/26
Department Director

Approved By: DocuSigned by: Ken Whitehead **Date:** 3/26/2026
Deputy/Assistant City Manager

Created By: Jennifer Stull - Engineering/CIP **Date:** 3/20/2026

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A
Docusign Envelope ID: 9E701EBE-8205-472F-A875-39002FB79CB2

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL, ENVIRONMENTAL, CONSTRUCTION MATERIALS TESTING

March 18, 2026
Proposal No. 16593 Rev. A

Paul Constable
City of Ocala - Engineering Department
1805 NE 30th Avenue, Building 700
Ocala, Florida 34470

Reference: Surface Depression, NE 17th Road Right-of-Way, Ocala, Florida
Budget Proposal for Monitoring Services

Dear Mr. Constable:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Geo-Tech understands that remediation monitoring services are needed for the abovementioned site based on the previous Geo-Tech Report No. 25-3006.220.2 dated October 2, 2025 and onsite observations of the surface depression. A compliance letter will be issued after the completion of the remediation program.

Geo-Tech estimates our fee to provide the abovementioned scope of services to be $3,470.00. Actual monitoring time may vary. You will only be invoiced for monitoring services performed at the unit rates shown on the attachment. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The compliance letter will be available about five (5) business days after the completion of the remediation program.

If the abovementioned scope of services meets with your approval, please sign and return one (1) copy of this budget proposal to Geo-Tech. Monitoring services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A
Docusign Envelope ID: 9E701EBE-8205-472F-A875-39002FB79CB2

Surface Depression, NE 17th Road Right-of-Way
Ocala, Florida

March 18, 2026
Proposal No. 16593 Rev. A

We sincerely appreciate the opportunity to submit this budget proposal to you. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

Gerald W. Green, Jr.
Soil & Water Scientist

Craig A. Hampy, P.E.
Senior Project Engineer

GWG/CAH

Please complete the following for our billing information. Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization by:_____ Date:_____

Authorization by (Please Print): _____

Representing:_____

Address:_____

Phone #:_____Fax #:_____

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A
Docusign Envelope ID: 9E701EBE-8205-472F-A875-39002FB79CB2

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

- Staff Engineer
  40 hours @ 80.00/hour — $3,200.00

Professional and Technical Services:

- Principal Engineer
  2 hours @ 135.00/hour — $270.00

Total **$3,470.00**

Docusign Envelope ID: 5C871AC8-CB57-8B51-8095-F62296D4D78A

INVOICE

Geo-Technologies, Inc.
1016 SE 3rd Ave
Ocala, FL 34471-3367

accounting@geotechfl.com
+1 (352) 694-7711
Geo-Technologies, Inc.

GEO-TECH, INC.

City of Ocala Engineering Department:Sur Dep, NE 17th Right-of-Way

Bill to
City of Ocala Engineering Department
City of Ocala
Engineering Office CIP Div.
Ocala, FL 34470

Ship to
City of Ocala Engineering Department
City of Ocala
Engineering Office CIP Div.
1805 NE 30th Avenue
Bldg. 700
Ocala, FL 34470

Invoice details
Invoice no.: 187906
Terms: Due on receipt
Invoice date: 04/22/2026
Due date: 05/01/2026

PROJECT NAME: Sur Dep, NE 17th Right-of-Way
PROJECT#: 25-3006.220.3

#	Product or service	Description	Qty	Rate	Amount
1.	**PRE**	Principal Engineer Review	2	$135.00	$270.00
2.	**SE**	Staff Engineer/hour	50	$80.00	$4,000.00

Total **$4,270.00**

Scan to pay

Certificate Of Completion

Envelope Id: 5C871AC8-CB57-8B51-8095-F62296D4D78A
Status: Completed
Subject: SIGNATURE: TWO #43 - Revision #1 - Surface Depression SE 17th Rd. ROW (ENG/200919)
Source Envelope:
Document Pages: 8
Signatures: 1
Certificate Pages: 2
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/19/2026 10:39:54 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/19/2026 10:47:39 AM Viewed: 5/19/2026 10:48:01 AM Signed: 5/19/2026 10:48:05 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/19/2026 10:48:06 AM Viewed: 5/19/2026 10:51:22 AM Signed: 5/19/2026 10:52:05 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2026 10:47:39 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/19/2026 10:51:22 AM
Signing Complete	Security Checked	5/19/2026 10:52:05 AM
Completed	Security Checked	5/19/2026 10:52:05 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 5A14BB5D-0C8C-810C-8383-39469DA228F7

CONTRACT# 210895

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 56

EFFECTIVE DATE:04/23/2026

DS
PL
Contracting Officer
Approval/Initials

Project Title:SW 38th St Water Main and Force Main Relocation

To: *Kimley-Horn*
1700 SE 17th ST, Suite 200
Ocala, FL 34471

Attn: Savannah Smith, PE

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 455-020-302-536-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$49,661.00**

Requested By: _____ **Date:** 4/27/2026
Department Director

DocuSigned by:
Approved By: Ken Whitehead **Date:** 5/19/2026
5677[illegible]
Deputy/Assistant City Manager

Created By: Laurie Hornberger **Date:** 4/23/2026

Docusign Envelope ID: 5A14BB5D-0C8C-810C-8383-39469DA228F7

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2026-02

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ocala (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated September 25, 2022, which is incorporated herein by reference.

Identification of Project:

Project: SW 38th St Water Main and Force Main Relocation

Client: City of Ocala

Project Manager: Savannah Smith, PE

General Category of Services:

Kimley-Horn is currently preparing the SW 38th Street roadway widening design plans for Marion County (the County), which extends from SW 80th Avenue to SW 43rd Court. The City needs to relocate its existing water main and force main in accordance with the roadway design plans. The City's existing water main is a 12-inch PVC pipe extending from SW 60th Avenue to SW 80th Avenue. The City's existing force main consists of a 24-inch ductile iron pipe from SW 43rd Court to SW 67th Avenue, and a 6-inch ductile iron pipe from SW 67th Avenue to SW 80th Avenue. Additionally, the City would like to replace its existing force main pipe material with PVC, due to corrosivity issues observed with the ductile iron in the wastewater collection system.

SCOPE OF SERVICES

Task 1 – Data Collection

Kimley-Horn will use the existing 90% SW 38th Street roadway widening design plans and the City's latest GIS data to collect information available for the existing water main and force main along SW 38th Street between SW 43rd Court to SW 80th Avenue.

Task 2 – Workshop with City Staff

Kimley-Horn will prepare for and attend a workshop with City staff to review the current 90% SW 38th Street roadway widening design plans and markup the sections of water main and force main requiring relocation/replacement.

Task 3 – Utility Relocation Plans

A. Kimley-Horn will prepare draft utility relocation plans to capture the proposed utility relocations along SW 38th Street between SW 43rd Court to SW 80th Avenue. Kimley-Horn will submit these plans to the City for review and comment prior to preparing the final plans.

B. Kimley-Horn will prepare final design plans, incorporating City comments from the draft design plans.

C. Kimley-Horn expects that no permitting is required for the utility relocations. If it is determined that permitting is required, it can be performed for an additional fee.

D. Kimley-Horn will utilize the existing soil borings obtained during the roadway design for the utility relocations. These borings are to a depth of 10 feet. If additional, deeper borings are needed, they can be performed as an Additional Service or obtained directly by the City.

Docusign Envelope ID: 5A14BB5D-0C8C-810C-8383-39469DA228F7

ADDITIONAL SERVICES

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as possible to meet a mutually agreed-upon schedule.

FEE AND EXPENSE

Kimley-Horn will complete the above scope of services for the lump sum fees detailed below, inclusive of office overhead expenses. A breakdown of the fee per task is provided below and in the attached Table A.

Task Description	*Lump Sum Fee*
Task 1 - Data Collection	$5,334.70
Task 2 - Workshop with City Staff	$14,396.87
Task 3 - Utility Relocation Plans	$29,929.43
Total:	***$49,661.00***

Services provided under this task will be invoiced monthly. All invoices will include a description of the services provided. Approval from the City shall be required for all invoiced travel expenses and meetings.

Attachments: Table A

ACCEPTED:
THE CITY OF OCALA, FLORIDA

DocuSigned by:
BY: Ken Whitehead
5677F71E38874F4...

TITLE: Assistant City Manager

DATE: 5/19/2026

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Gene Losito
Gene B. Losito, PE – Vice President

BY:
Savannah R. Smith, PE – Project Manager

DATE: March 10, 2026

Docusign Envelope ID: 5A14BB5D-0C8C-810C-8383-39469DA228F7

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: IPO 2026-02_SW 38TH ST WATER MAIN AND FORCE MAIN RELOCATION
CLIENT: CITY OF OCALA
KHA PM: SAVANNAH SMITH, P.E.
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/210895

SHEET: 1 of 1
DATE: MARCH 2026

		DIRECT LABOR (MAN-HOURS)									
		Project Manager 2	Chief Engineer 1	Senior Engineer 1B	Senior Engineer 2	Project Engineer 2	Project Engineer 1	Chief Designer	LABOR HOURS	SUBCONSULTANT ($)	LABOR TOTAL
TASK NO.	DESCRIPTION	$224.86	$305.66	$262.47	$260.05	$225.65	$175.50	$170.09			
1	DATA COLLECTION	3	2		4	4	12		25		$ 5,334.70
2	WORKSHOP WITH CITY STAFF	12	10	10		15	15		62		$ 14,396.87
3	UTILITY RELOCATION PLANS	20	10	10		25	30	52	147		$ 29,929.43
	TOTAL	**35**	**22**	**20**	**4**	**44**	**57**	**52**	**234**	**$ -**	**$ 49,661.00**
									GRAND TOTAL:	**$**	**49,661.00**

Certificate Of Completion

Envelope Id: 5A14BB5D-0C8C-810C-8383-39469DA228F7
Status: Completed
Subject: SIGNATURE: TWO #56 - SW 38th St. Water and Force Main Relocation (ENG/210895)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 2
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/18/2026 3:05:09 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 3:06:36 PM Viewed: 5/18/2026 3:06:49 PM Signed: 5/18/2026 3:06:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 3:06:55 PM Viewed: 5/19/2026 9:37:08 AM Signed: 5/19/2026 10:51:02 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/18/2026 3:06:36 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/19/2026 9:37:08 AM
Signing Complete	Security Checked	5/19/2026 10:51:02 AM
Completed	Security Checked	5/19/2026 10:51:02 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: B2EE2F83-7AB9-8E33-8152-25141C5D0355

CONTRACT# ITS/210100

DataBank
A KYOCERA GROUP COMPANY

Work/Task Order.

WO# AFCOO01
4/2/2026

Databank Information	Customer Information
458 PIKE ROAD	COMPANY: City of Ocala
HUNTINGDON VALLEY, PA 19006	ATTN: Mike Parker
(800) 873-9426	ADDRESS: 110 SE Watula Ave
WWW.DATABANKIMX.COM	CITY, ST, ZIP: Ocala, FL 34471

Initiated By	Requested By
Requester: Aaron Fryzek	Requester: Mike Parker
Email: afryzek@databankimx.com	Email: mparker@ocalafl.gov

Work Description

City of Ocala is looking to replace current scan functionality within Kofax with OnBase Production Document Imaging licenses. This work order is to provide up to the number of hours noted below for assistance in building an initial scan queue and scan formats for their processes. DataBank will assist and show the Ocala staff the process of building these items for Ocala.

Additional assistance regarding autofill keyword sets, data sets, document type and keyword configuration tied to the current scanning processes may also be included within this scope. DataBank will provide an estimated level of effort for each activity prior to utilization of hours. Unused hours will not be billed. An estimated 15% may be utilized for project management including project kickoff and close and necessary project status updates.

Service Item	Estimated Hours	Rate($/H)	Total
Professional Service	20	$225	$ 4,500.00

Agreement Terms

- Refer to the W.O. # in all correspondence and in your payment.
- Any applicable tax will be added to the Invoice.
- The terms in this agreement are bound to any previously approved MASTER SERVICES AGREEMENT (MSA) between Client and DataBank.
- DataBank will perform project management activities as it relates to this Work Order including resourcing, planning and budget management.
- By signing and approving this Work Order, I am confirming that I have the authority to approve the use of my company's funds for DataBank Professional Services.
- Invoices shall be paid within 30 days from the invoice date.
- The Work Order is no longer valid if not signed within 30 days from the Work Order Date.
- The Work Order will terminate and become no longer valid 30 days after the Client Approval Date.

DocuSigned by:
Christopher Watt
8C80B9F07388433...
Client Approval

5/20/2026
Date

Signed by:
Andy Schuster
6D3BABF7AA6549C...
Databank Approval

5/20/2026
Date

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: B2EE2F83-7AB9-8E33-8152-25141C5D0355
Status: Completed
Subject: SIGNATURE - Work Order for Kofax Implementation - OnBase (ITS/210100)
Source Envelope:
Document Pages: 1
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/13/2026 4:40:36 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/13/2026 4:43:14 PM Viewed: 5/20/2026 3:00:56 PM Signed: 5/20/2026 3:01:02 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 3:01:03 PM Viewed: 5/20/2026 3:20:17 PM Signed: 5/20/2026 3:20:32 PM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 3:20:17 PM ID: 2b12e8d4-6dc2-4e34-8378-1daf4a587113		
Andy Schuster aschuster@databankimx.com Program Manager/Team Lead DataBank IMX Security Level: Email, Account Authentication (None)	Signed by: Andy Schuster 6D3BABF7AA6549C... Signature Adoption: Pre-selected Style Using IP Address: 216.205.117.126	Sent: 5/20/2026 4:46:51 PM Viewed: 5/20/2026 4:47:43 PM Signed: 5/20/2026 4:50:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 4:47:43 PM ID: 43145c8d-1699-4797-89a9-543f0a63917f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Aaron Fryzek afryzek@databankimx.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/20/2026 4:46:52 PM Viewed: 5/20/2026 4:47:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2026 4:43:14 PM
Certified Delivered	Security Checked	5/20/2026 4:47:43 PM
Signing Complete	Security Checked	5/20/2026 4:50:10 PM
Completed	Security Checked	5/20/2026 4:50:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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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.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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SMALL UTILITY
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- If a Contractor that is using the Enterprise Software ceases to perform work for Licensee, then Licensee will ensure that the Contractor discontinues use of and access to the Enterprise Software.

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Prices do not include any tariffs, taxes, duties or any other governmental levies (including, but not limited to, all present or future gross receipts, sales, use, ad valorem, revenue, excise, value-added (VAT), withholding, harmonized sales, digital services taxes, goods and services taxes or any other similar taxes; all present or future import, export, or any other similar duties; and any other tariff or surcharge now existing or hereafter imposed by governmental authorities upon Software and/or services "Levies"). Licensee shall be responsible for all such Levies incurred by Schneider Electric in connection with the provision of services and/or the licensing of Software or component or part of each of the foregoing. Any such Levies shall be chargeable to the Licensee on the applicable Service or Software invoice, unless Licensee furnishes Schneider Electric at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing such Levies.

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ARTICLE 6
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b. Termination By Government Entity: For Government owned utilities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

c. Termination For Cause: Either party may termination this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach. Notwithstanding the foregoing, the parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Schneider Electric shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

d. Termination for Convenience. Should Licensee terminate this ELA for convenience, Licensee will be required to continue paying the ELA Fees for the remainder of the ELA.

e. Effect of Termination or Expiration: Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of the Enterprise Software and uninstall, remove, and destroy all Deployed Enterprise Software and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Schneider Electric. All Enterprise Software maintenance services shall also terminate.

f. Renewal: Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any renewal ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current meter count.

ARTICLE 7
ASSIGNMENT

Licensee shall not assign this ELA or Licensee's rights hereunder without the prior written consent of Schneider Electric. Any purported assignment without such consent shall be null and void.

ARTICLE 8
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ARTICLE 10
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ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance consists of Enterprise Software and/or Related Materials, updates, and access to technical support and other benefits specified in the Schneider Electric Maintenance Support Services Policy (please see https://myarcfm.schneider-electric.com/myarcfm/s/maintenance-policy for specific terms of reference), as modified by this Article 9. Notwithstanding the foregoing, any terms and conditions included in the Maintenance Support Services Policy, especially those related to price, term and renewal, that differ from those contained herein, shall not apply to the ELA Maintenance. This ELA takes precedence over the Maintenance Support Services Policy.

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(1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees authorized users.
(2) The Tier 1 Help Desk shall use analysts fully trained in the Enterprise Software they are supporting.
(3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
(4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved, if applicable, to the Incident. The analyst shall also use any other information and databases it may develop to satisfactorily resolve Incidents.
(5) If the Tier 1 Help Desk can not resolve the Incident, an authorized Tier 1 Help Desk individual may contact Schneider Electric Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensees.
(6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Schneider Electric directly for Tier 2 Support. Licensee may revise named individuals by written notice.

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- **Tier 2 Support Provided by Schneider Electric**

(1) Schneider Electric shall log the calls received from the Tier 1 Help Desk individuals.
(2) Schneider Electric shall attempt to resolve the Incidents by assisting the Tier 1 Help Desk individuals.
(3) When the Incident is resolved, Schneider Electric shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
(4) Schneider Electric may, at Schneider Electric's sole discretion, make patches, hot fixes, or updates available for downloading from Schneider Electric's web site or deliver them on via email.

ARTICLE 11
LIMITATION OF LIABILITY

a. Disclaimer of Certain Types of General Liability. SCHNEIDER ELECTRIC SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, SCHNEIDER ELECTRIC'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF THIS ELA, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID TO Schneider Electric DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

ARTICLE 12
INDEMNITY AGAINST INFRINGEMENT

a. Indemnification. Schneider Electric, at its own expense, shall (i) defend Licensee against a Claim and (ii) pay costs, damages and/or attorneys fees that are included in a final judgment against Licensee (without right of appeal) or in a settlement approved by Schneider Electric that are attributable to an unaffiliated third party's claim that the Enterprise Software and Related Materials furnished under this ELA infringe a U. S. Copyright ("Claim"). As conditions precedent to Schneider Electric's obligations to Licensee under Article 12a., Licensee must comply with the following conditions. Licensee must (1) notify Schneider Electric promptly, but in no event later than ten (10) days of receipt of any Claim for which relief is sought under this ELA (including evidence of the Claim brought); (2) provide Schneider Electric with the right to control and

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conduct the defense of the Claim with counsel of its choice and to settle such Claim at Schneider Electric's sole discretion; and (3) cooperate with Schneider Electric in the defense of the Claim.

b. Remedies. As to any Enterprise Software and Related Materials that are or in the opinion of Schneider Electric may become subject to a claim of infringement, Schneider Electric, at its option, will obtain the right for Licensee to continue using the Enterprise Software and Related Materials or replace or modify the Enterprise Software and Related Materials so as to make them non-infringing. If Schneider Electric determines that neither remedy is commercially practical, then Schneider Electric may terminate the ELA without further liability under this paragraph, and if the infringing items are returned to Schneider Electric, Licensee shall be refunded the ELA fees, prorated over a three month period.

c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Enterprise Software and Related Materials or breaches this ELA in any way, Schneider Electric will not indemnify nor defend Licensee from any infringement claim resulting from any of these modifications or alterations. Licensee, at its own expense, shall defend and indemnify Schneider Electric from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Enterprise Software and Related Materials.

THIS SECTION STATES SCHNEIDER ELECTRIC'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

ARTICLE 13
CONFIDENTIALITY

a. Confidentiality Requirement. Licensee acknowledges that the Software and Related Materials constitutes the proprietary and confidential information of Schneider Electric. Without the prior written approval of Schneider Electric, Licensee shall not disclose any confidential information to any third party or allow any person to have access to the Software and Related Materials or any portion thereof except for such of its employees and Contractors who:

(i) need access to such information for purposes related to their employment with Licensee;
(ii) have been informed of the Licensee's obligation of confidence under this Agreement; and
(iii)are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Schneider Electric.

b. Exceptions. The obligations of this provision shall not apply to information:

(i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Schneider Electric to Licensee and was not acquired by Licensee directly or indirectly from Schneider Electric;

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(ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;
(iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information; or
(v) which Licensee is required by law to disclose.

c. Remedies for Breach. Licensee acknowledges and agrees that disclosure of any of the confidential information of Schneider Electric would cause serious and irreparable harm to Schneider Electric which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach. Licensee shall immediately notify Schneider Electric of any unauthorized possession, use or knowledge of Schneider Electric's confidential information which becomes known to a responsible officer of Licensee.

ARTICLE 14
GENERAL PROVISIONS

a. Export Control. The deliverables provided by Schneider Electric under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Licensee acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s has been obtained from the relevant authority and Schneider Electric has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Licensee also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider Electric from fulfilling any order, or would in Schneider Electric's judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider Electric shall be excused from all obligations under such order and/or this Agreement.

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b. Future Versions: Updated or new Enterprise Software may require additional or revised terms and conditions. Schneider Electric will provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon such written notice to Licensee. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

c. OEM Licenses: If Licensee obtains Software or Related Materials or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Schneider Electric, Licensee shall not be entitled to or seek any discount from the OEM business partner or Schneider Electric, directly or indirectly, as a result of or based on the availability of such Software or Related Materials, as Enterprise Software under this ELA. In addition, such Software and Related Materials, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

d. Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Schneider Electric's Product Life Cycle Support Policy, available at https://myarcfm.schneider-electric.com/myarcfm/s/article/Product-Life-Cycle-Support-Policy defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Policy.

e. Purchase Orders: Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. All Purchase Orders shall include the following language "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE SCHNEIDER ELECTRIC SMALL UTILITY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY".

f. Endorsement and Publicity: This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Schneider Electric by Licensee. Licensee agrees that upon execution of this ELA, Schneider Electric may publicize the existence of this ELA with Licensee.

g. Severability: If any provision or portion of a provision of this ELA is held invalid or unenforceable, the remainder of the ELA shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the ELA.

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h. No Implied Waivers: No failure or delay by Schneider Electric in enforcing any right or remedy under this ELA shall be construed as a waiver of any future or other exercise of such right or remedy by Schneider Electric.

i. Order of Precedence: Any conflict between the terms of this ELA and any Purchase Order or other terms shall be resolved in favor of the terms of this ELA.

j. Governing Law: This ELA, entered into in the County of Larimer, shall be construed and enforced in accordance with, and be governed by, the laws of the State of Colorado without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

k. Survival. If this ELA is terminated for any reason, Articles 2, 3, 5, 9b, and 11 of this ELA will survive such termination.

l. Entire Agreement and Amendments: This ELA and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this ELA must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information
Exhibit 2 – Enterprise Software
Exhibit 3 – ELA Fees Schedule

ARTICLE 15
CYBERSECURITY

a. **Licensee's Obligations for Its Systems.** Licensee is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or which it uses with the Services, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Licensee's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Licensee's Systems, including any data, including through malware, hacking, or similar attacks.

Without limiting the foregoing, Licensee shall at a minimum:

(a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Purchaser's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Licensee's Systems or Purchaser's industry;

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(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on SE's security notification webpage at:

https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp

or otherwise provided to Purchaser;

(c) regularly monitor its Systems for possible Cyber Threats;

(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and

(e) meet the recommendations of Schneider Electric's Recommended Cybersecurity Best Practices, available at https://www.se.com/us/en/download/document/7EN52-0390/, as may be updated by SE from time to time, and then-current industry standards.

b. Purchaser's Use of the Products, Software, and Services. Schneider Electric may release Updates and Patches for its Products, Software, and Services from time to time. Licensee shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Schneider Electric's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Licensee understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Licensee's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Schneider Electric shall not be liable or responsible for any losses or damages that may result.

c. Identification of Cyber Threats. If Licensee identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Schneider Electric has not released a Patch, Purchaser shall promptly notify SE of such vulnerability or other Cyber Threat(s) via the Schneider Electric's Report a Vulnerability page at:

(https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers)

and further provide Schneider Electric with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). SE shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Licensee; provided, however, Schneider Electric shall not publicly disclose Licensee's name in connection with such use or the Feedback (unless Licensee consents otherwise).

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By submitting Feedback, Licensee represents and warrants to Schneider Electric that Licensee has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Schneider Electric described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

ARTICLE 16
COMPLIANCE

Schneider Electric is committed to the parties conducting business in an ethical manner aligned with Schneider Electric's Trust Charter (Code of Conduct), and it requests that Licensee review the Trust Charter at Schneider Electric's web site located at:

https://www.se.com/us/en/download/document/SchneiderElectric_TrustCharter/.

In the event Customer has concerns related to ethics, compliance or Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Customer is encouraged to make use of Schneider Electric's TrustLine. The TrustLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Customer can ask questions and raise concerns. Reports can be made using the link below:

https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html

IN WITNESS WHEREOF, the parties hereto have executed this ELA to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

City of Ocala
(Licensee)

Signed by:
By: Janice Mitchell
5E1998428848... Authorized Signature

Printed Name: Janice Mitchell

Title: CFO

Date: 5/20/2026

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Schneider Electric Smart Grid Solutions, LLC
(Schneider Electric)

Signed by:
By: Drew Ditter
0B8AE4B148AE4A7... Authorized Signature

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 5/21/2026

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EXHIBIT 1
Registered Client Information

Client Name:

_____

_____

Primary Contact:

_____

Mailing Address:

_____

_____

Email: _____

Telephone No.: _____

Fax No.: _____

Bill To:

_____

Address:

_____

_____

_____

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification No. _____ and a copy of the applicable state documentation, or

2. A copy of your Tax Exemption Certificate.

Ship Original Software To:

_____

_____

Address:

_____

_____

_____

Client's Contract Administrator's Name:

_____

Address:

_____

_____

_____

Telephone No.: _____

Fax No.: _____

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EXHIBIT 2
Enterprise Software

The ELA includes unlimited quantities of the following Schneider Electric proprietary software:

- ArcFM
- ArcFM Editor XI
- ArcFM Viewer
- ArcFM Mobile
- Designer
- Designer XI
- Designer Express· Network Adapter
- Fiber Manager
- Fiber Manager XI
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Web
- ArcFM Geodatabase Manager XI
- Wavepoint
- Conduit Manager

Any additional Schneider Electric software that is not included in the list above that Licensee wishes to obtain during the term of this ELA, whether such software exists at the time of signing this ELA or not, shall be available to Licensee under a separate agreement and at an additional price.

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Exhibit 3
ELA Fees Schedule

Licensee shall pay the following ELA Fees for the duration of the agreement. Payment shall be due within 30 days of receipt of an invoice from Schneider Electric.

	June 1, 2026 – August 31, 2026
Total Annual Fee	**$15,879.20**

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Certificate Of Completion

Envelope Id: 20C00DF3-F33B-85AB-836C-F51ED1B1AAE4
Status: Completed
Subject: SIGNATURE: SUELA Extension 2026 (ELE/09-003)
Source Envelope:
Document Pages: 17
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/19/2026 11:36:37 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 1:44:41 PM Viewed: 5/20/2026 2:12:37 PM Signed: 5/20/2026 2:14:27 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 5/20/2026 2:14:28 PM Viewed: 5/20/2026 8:28:37 PM Signed: 5/20/2026 8:29:06 PM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 8:28:37 PM ID: 23a69c9c-cd24-415d-9480-a93becaef7e0		
Drew Ditter drew.ditter@se.com Global Operations Director Security Level: Email, Account Authentication (None)	Signed by: Drew Ditter 0B6AF4B148AE4A7... Signature Adoption: Pre-selected Style Using IP Address: 165.225.58.228	Sent: 5/20/2026 8:29:07 PM Viewed: 5/21/2026 11:13:26 AM Signed: 5/21/2026 6:38:42 PM
Electronic Record and Signature Disclosure: Accepted: 5/21/2026 11:13:26 AM ID: 6f1d66a2-fd2b-4c50-b2dd-7b18e3b544bd		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2026 1:44:41 PM
Certified Delivered	Security Checked	5/21/2026 11:13:26 AM
Signing Complete	Security Checked	5/21/2026 6:38:42 PM
Completed	Security Checked	5/21/2026 6:38:42 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT FOR ABATEMENT, DEMOLITION AND REMOVAL OF STRUCTURE AT 1648 SW 3RD STREET

THIS AGREEMENT FOR ABATEMENT, DEMOLITION AND REMOVAL OF STRUCTURE AT 1648 SW 3RD STREET ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THOMAS F. AMODEO D/B/A A & A TRUCKING & EXCAVATING,** a sole proprietorship duly organized and authorized to do business in the state of Florida (EIN:59-3286888) ("Contractor").

WHEREAS, on February 9, 2026, City issued a Request For Quote ("RFQ") for the abatement, demolition and removal of a structure at 1648 SW 3rd St, Ocala, Florida, 34471 RFQ No.: GRM/260554 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by A & A Trucking & Excavating was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the abatement, demolition and removal of a structure at 1648 SW 3rd Street, Ocala, Florida 34471 (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the other Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Asbestos Report (B-1 through B-34)
      Exhibit C: Photos of Structure (C-1 through C-4)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation

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Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **EIGHT THOUSAND, FIVE HUNDRED NINETY-FOUR AND NO/100 DOLLARS ($8,594)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of **ONE HUNDRED FOUR AND NO/100 DOLLARS ($104)** and is included in the Contract Sum.

   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: Shaneka Greene**, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: SGreene@ocalafl.gov . Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.

   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Invoices shall be paid within thirty (30) days of final passing inspection from the City of Ocala Building Department and Code Enfo Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

   E. **Excess Funds**. If due to mistake, or any other reason, Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

   F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City and/or charges owed to the City.

   G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

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5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

   A. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

   B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

   C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

   D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

   E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

   F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time

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only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its quote. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in

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breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall,

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at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

    C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

    D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

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A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

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19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

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B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, 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.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

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B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

    A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation

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on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

29. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

30. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

31. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

32. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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34. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

35. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

36. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

37. **E-VERIFY**. Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was

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terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

38. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

40. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

41. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

42. **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.

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

If to Contractor:

A & A Trucking & Excavating
Attention: Lisa Amodeo
2080 NW 35th Street
Ocala, FL, 34475
Phone: 352-351-2042
E-mail: artofdstruction@aol.com

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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.gov

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to

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the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

48. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
49. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
51. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
53. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
54. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
55. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
56. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/20/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Willam E. Sexton, Esq.
City Attorney

A & A TRUCKING & EXCAVATING

Signed by:
Lisa Marie Amodeo
E8D40B2FAC9B4DB...

By: Lisa Marie Amodeo
(Printed Name)

Title: Operations Manager
(Title)

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BACKGROUND

1. Contractor shall abate, demolish and remove structures (house and accessory building) located at **1648 SW 3rd ST, Ocala, FL 34471 | 2262-004-018**.
2. Prior to demolition, Contractor shall perform abatement of asbestos as described in Exhibit B – Asbestos Survey Report.
3. Contractor will provide all labor and equipment to complete this project.
   - Abate, demolish and remove improvements, remove junk, and cut and clean lot.

ON-SITE REQUIREMENT

1. The City of Ocala and NESHAP require an asbestos-trained person be on site. Federal 40 CFR 61.145(c)(8) states in part, "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person trained in the provisions of this regulation and the means of complying with them is present." DEP requires this "trained person" to be on site when non-friable ACM is present, or is discovered, so problems can be caught early and corrected without delay.
2. Contractor is responsible for disposal of asbestos waste at an approved solid waste disposal facility. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside of the abatement work area.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
   A. Contractor must obtain a City of Ocala demolition permit.
   B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
   C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
   D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issues, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.

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PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of a **structure, overgrowth, structural debris, structure contents, improvements, and any junk** on the property listed above.
3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
4. Property shall be graded to final grade, using a box blade.
5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.
7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department requirements.
9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER DAYS

The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jennipher Buller,** (352)-629-8309, jbuller@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt

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- FedEx tracking receipt
- Similar mailing methods, where delivery date can be verified.

5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. The Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Contractor will be responsible for inspector's overtime.
12. Provide on-site sanitary facilities as required by governing agencies.
13. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.

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6. No smoking is allowed on City property or projects.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

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Contract # GRM/260554

DKE CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



1648 SW 3rd Street
Ocala, FL 34471

PERFORMED ON:

October 06, 2025

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

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Contract # GRM/260554

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XI. ASBESTOS CONSULTANT LETTER

XII. LABORATORY REPORT

Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

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Contract # GRM/260554

I. INTRODUCTION

Property Address: 1648 SW 3rd Street
Ocala, FL 34471

Survey Performed For: City of Ocala, Code Enforcement
201 SE 3rd Street, 2nd Floor, Ocala, FL 34470

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

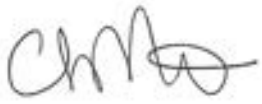
Date of On-Site Survey: October 06, 2025

Date of Report: October 16, 2025

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.



Chris Ritko
Asbestos Building Inspector
200244

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II. SURVEY SUMMARY

On October 06, 2025 an Asbestos Survey was performed at 1648 SW 3rd Street, Ocala, FL 34471. The property is a single-family detached dwelling. It is approximately 1,508 square feet and was constructed in 1957.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

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Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

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IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1648-1-1	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-1-2	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-2-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-2-1	Tar/Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-2-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-2-2	Tar/Black	Intact	No	None Detected	Typical Exterior House Roof	NA
1648-3-1	Caulk/White	Intact	No	None Detected	Typical Exterior Flashing	NA
1648-3-2	Caulk/White	Intact	No	None Detected	Typical Exterior Flashing	NA
1648-4-1	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior Shed Roof	NA
1648-4-2	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior Shed Roof	NA
1648-5-1	Concrete/Green/Tan	Intact	No	None **Detected**	Typical House Slab	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1648-5-2	Concrete/Green/Tan	Intact	No	None **Detected**	Typical House Slab	NA
1648-6-1	Cinder Block/Mortar/White	Intact	No	None **Detected**	Typical House/ Shed	NA
1648-6-2	Cinder Block/Mortar/White	Intact	No	None **Detected**	Typical House/ Shed	NA
1648-7-1	Brick/Red	Intact	No	None **Detected**	Exterior Front Porch Walls	NA
1648-7-1	Mortar/Gray	Intact	No	None **Detected**	Exterior Front Porch Walls	NA
1648-7-2	Brick/Red	Intact	No	None **Detected**	Exterior Front Porch Walls	NA
1648-7-2	Mortar/Gray	Intact	No	None **Detected**	Exterior Front Porch Walls	NA
1648-8-1	Ceiling Texture/White	Intact	No	None **Detected**	Typical Interior	NA
1648-8-2	Ceiling Texture/White	Intact	No	None **Detected**	Typical Interior	NA
1648-8-3	Ceiling Texture/White	Intact	No	None **Detected**	Typical Interior	NA
1648-9-1	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls/Ceilings	NA
1648-9-1	Drywall/White/Brown	Intact	No	None **Detected**	Typical Interior Walls/Ceilings	NA
1648-9-2	Joint Compound/White	Intact	No	None **Detected**	Typical Interior Walls/Ceilings	NA
1648-9-2	Drywall/White/Brown	Intact	No	None **Detected**	Typical Interior Walls/Ceilings	NA
1648-10-1	Plaster/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-10-2	Plaster/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-10-3	Plaster/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-11-1	Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1648-11-1	Grout/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-11-2	Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-11-2	Grout/White	Intact	No	None **Detected**	Typical Interior Bathroom Walls	NA
1648-12-1	Ceramic Tile/Peach	Intact	No	None **Detected**	Interior Bathroom Floor	NA
1648-12-1	Grout/Tan	Intact	No	None **Detected**	Interior Bathroom Floor	NA
1648-12-2	Ceramic Tile/Peach	Intact	No	None **Detected**	Interior Bathroom Floor	NA
1648-12-2	Grout/Tan	Intact	No	None **Detected**	Interior Bathroom Floor	NA
1648-13-1	2'x2' Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Floors	NA
1648-13-1	Grout/Off-White	Intact	No	None **Detected**	Typical Interior Floors	NA
1648-13-2	2'x2' Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Floors	NA
1648-13-2	Grout/Off-White	Intact	No	None **Detected**	Typical Interior Floors	NA
1648-14-1	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA
1648-14-2	Caulk/White	Intact	No	None **Detected**	Typical Interior Windows	NA
1648-15-1	Duct Mastic/Gray	Intact	No	None **Detected**	Typical Interior HVAC	NA
1648-15-2	Duct Mastic/Gray	Intact	No	None **Detected**	Typical Interior HVAC	NA
1648-15-3	Duct Mastic/Gray	Intact	No	None **Detected**	Typical Interior HVAC	NA
1648-16-1	**Mirror Mastic/Black**	**Intact**	**No**	**8% Chrysotile**	**Interior Living Room Walls**	**Category II**
1648-16-1	**Mirror Mastic/Black**	**Intact**	**No**	**Not Analyzed/ Positive Stop**	**Interior Living Room Walls**	**Category II**

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Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
1648-17-1	Insulation/Pink/Gray	Intact	No	None **Detected**	Typical Interior	NA
1648-17-2	Insulation/Pink/Gray	Intact	No	None **Detected**	Typical Interior	NA
1648-18-1	Ceramic Tile/White	Intact	No	None **Detected**	Interior Master Bathroom Floor	NA
1648-18-1	Grout/Brown	Intact	No	None **Detected**	Interior Master Bathroom Floor	NA
1648-18-2	Ceramic Tile/White	Intact	No	None **Detected**	Interior Master Bathroom Floor	NA
1648-18-2	Grout/Brown	Intact	No	None **Detected**	Interior Master Bathroom Floor	NA
1648-19-1	Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Window Sills	NA
1648-19-1	Grout/Tan	Intact	No	None **Detected**	Typical Interior Window Sills	NA
1648-19-2	Ceramic Tile/White	Intact	No	None **Detected**	Typical Interior Window Sills	NA
1648-19-2	Grout/Tan	Intact	No	None **Detected**	Typical Interior Window Sills	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it

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would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least

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one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

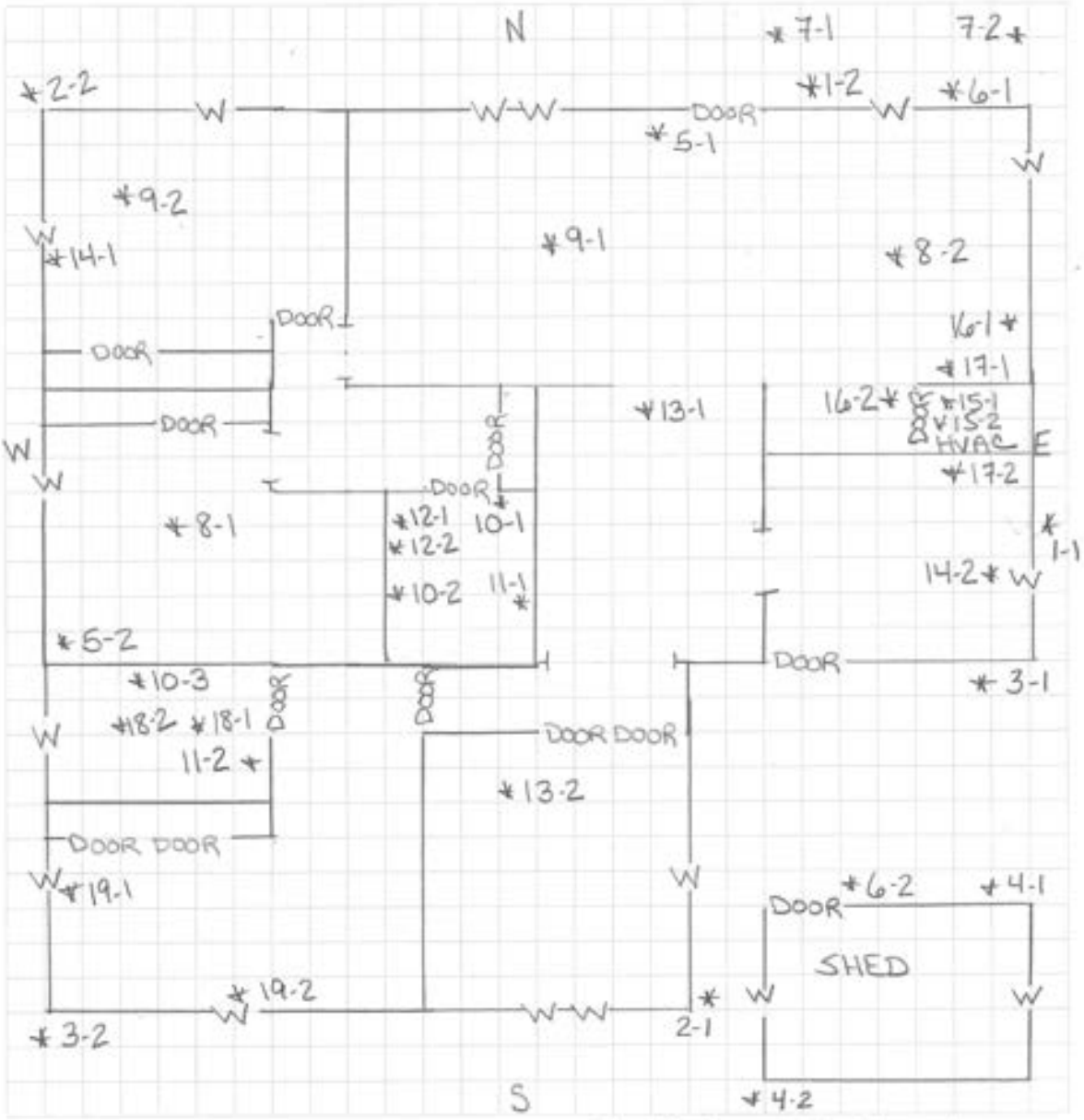
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VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case # _____

Address 1648 SW 3rd Street
Ocala, FL 34471

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VIII. SAMPLING PHOTOGRAPHS



Detached Exterior Shed



1648-1
Rolled Asphalt Roofing
Typical Exterior House Roof



1648-2
Asphalt Shingle/Tar
Typical Exterior House Roof



1648-3
Caulk
Typical Exterior Flashing



1648-4
Rolled Asphalt Roofing
Typical Exterior Shed Roof



1648-5
Concrete
Typical Exterior House Slab

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1648-6
Cinder Block/Mortar
Typical House/Shed



1648-7
Brick/Mortar
Exterior Front Porch Walls



1648-8
Ceiling Texture
Typical Interior



1648-9
Drywall/Joint Compound
Typical Interior Walls/Ceilings



1648-10
Plaster
Typical Interior Walls/Ceilings



1648-11
Ceramic Tile/Grout
Typical Interior Bathroom Walls

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1648-12
Ceramic Tile/Grout
Interior Bathroom Floor



1648-13
2'x2' Ceramic Tile/Grout
Typical Interior Floors



1648-14
Caulk
Typical Interior Windows



1648-15
Duct Mastic
Typical Interior HVAC



1648-16
Mastic/Black (8% Chrysotile)
Interior Living Room Wall Mirrors



1648-17
Insulation
Typical Interior

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1648-18
Ceramic Tile/Grout
Interior Master Bathroom Floor



1648-19
Ceramic Tile/Grout
Typical Interior Window Sills

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IX. LICENSING



Asbestos Consulting & Training Systems

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

NDAAC Provider #451 Trainer(s): Alberto Ana

Training Address: 4241 Baymeadows Rd Ste I, Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

James F. Stump, Course Sponsor

Processed By:

Seagull

To Authenticate Certificate

www.seagulltraining.com

1-800-966-9933

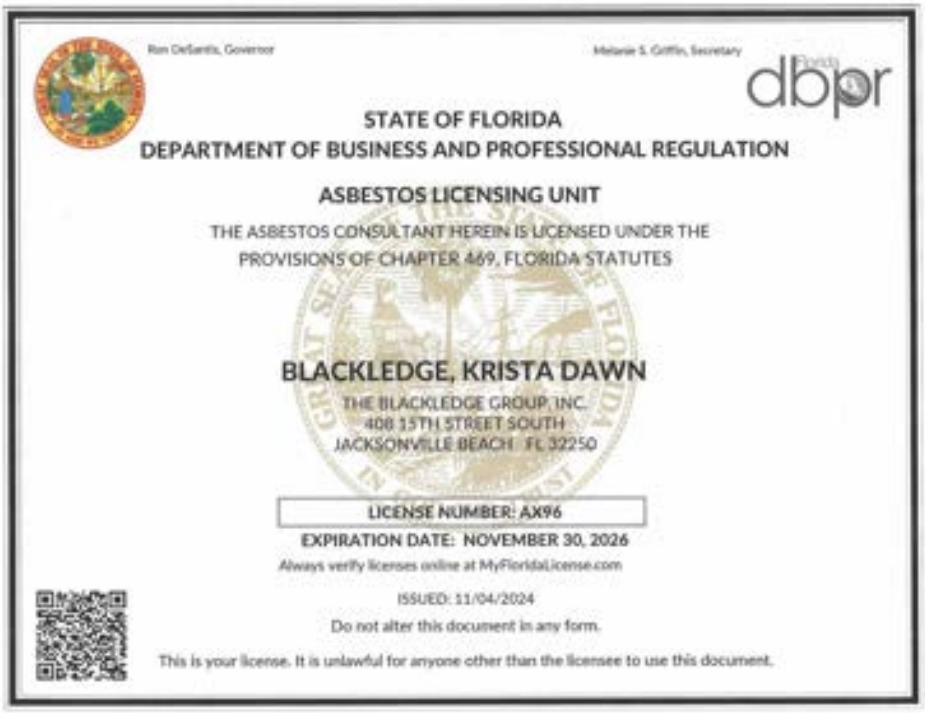
This Certificate Expires:

9-Sep-26

09/09/25

Certificate Number: 280244

Course Number: JE2537



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.

408 15TH STREET SOUTH

JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

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does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

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Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

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Contract # GRM/260554

Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

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Contract # GRM/260554

Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

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Contract # GRM/260554

October 15, 2025

City of Ocala
Code Enforcement
201 SE 3rd Street, 2nd Floor
Ocala, FL 34470

RE: Demolition Asbestos Survey
Single-Family Detached Dwelling
1648 SW 3rd Street
Ocala, FL 34471

Dear Client:

Pursuant to your request, a limited Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On October 6, 2025, a demolition Asbestos Survey was performed at 1648 SW 3rd Street, Ocala, Florida. The property consists of an approximate 1,508 square-foot single-family detached dwelling constructed in 1957. The structure is scheduled for demolition.

Fourty-One (41) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, 56 samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results revealed that one homogeneous area contained asbestos in concentrations >1% by PLM analysis, as follows:

- Sample 1648-16-1, Mirror Mastic (Black) Associated with Living Room Mirrors, Interior

Mirror mastic is a National Emission Standard for Hazardous Air Pollutants (NESHAP) Category II non-friable ACM. NESHAP Category II non-friable ACMs must be evaluated on a case-by case basis. If NESHAP Category II non-friable ACMs are likely to become crushed, pulverized or reduced to powder during demolition activities, they should be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building. If NESHAP Category II non-friable ACMs are in poor condition and become friable during demolition, the material must be treated as a Regulated Asbestos Containing Material (RACM) and be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building.

Due to the presence of ACM, OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101) must be followed. Any renovation, remodeling, or demolition of RACMs must be handled by a State Licensed Contractor under Florida Administrative Code (F.A.C.) Title XXXII Chapter 469 for Asbestos Abatement. If

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the materials contain asbestos that is less than or equal to 1%, the contractor must observe the asbestos permissible exposure limits (PELs) and 29 CFR 1926.1101.

In accordance with the OSHA Asbestos Standard for the Construction Industry (29 CFR 1926.1101), demolition of a building with ACM left in place falls under the definition of removal of installed ACM. The removal of installed ACM is either Class I or Class II asbestos work, and all applicable requirements of this standard apply. Whether such demolition is Class I asbestos work or Class II asbestos work is determined by the type of ACM left in place. If any asbestos-containing thermal system insulation or surfacing material is left installed in the building, then the work being performed is Class I asbestos work. If the ACM left installed in the building does not include any thermal system insulation or surfacing material, then the work being performed is Class II asbestos work.

Suspect ACMs encountered during renovation/demolition activities that are not identified in this survey should be assumed to contain asbestos or be sampled by an AHERA-certified inspector and analyzed by an accredited laboratory.

Sincerely,

K. Dawn Blackledge, P.G., LAC
Senior Project Engineer
Licensed Asbestos Consultant AX96
Asbestos Consulting License #ZA539

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Contract # GRM/260554

HAYES MICROBIAL CONSULTING

#25050137

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

1648 SW 3rd Street
Ocala, FL 34471

Collected: **October 6, 2025**
Received: **October 9, 2025**
Reported: **October 10, 2025**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 41 samples by UPS in good condition for this project on October 9th, 2025.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

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Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

1648 SW 3rd Street
Ocala, FL 34471

Contract # GRM/260554

#25050137

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	1648-1-1 - Rolled Roofing / Typical Exterior House Roof	Homogenous / Roofing / Black	100%		**None Detected**
2	1648-1-2 - Rolled Roofing / Typical Exterior House Roof	Homogenous / Roofing / Black	100%		**None Detected**
3	1648-2-1 - Asphalt Shingles / Tar / Typical Exterior House Roof	Homogenous / Shingle / Black	95%	5% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
4	1648-2-2 - Asphalt Shingles / Tar / Typical Exterior House Roof	Homogenous / Shingle / Black	95%	5% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
5	1648-3-1 - Caulk / Typical Exterior Flashing	Homogenous / Caulk / White	100%		**None Detected**
6	1648-3-2 - Caulk / Typical Exterior Flashing	Homogenous / Caulk / White	100%		**None Detected**
7	1648-4-1 - Rolled Roofing / Typical Exterior Shed Roof	Homogenous / Roofing / Black	97%	3% Fiberglass	**None Detected**
8	1648-4-2 - Rolled Roofing / Typical Exterior Shed Roof	Homogenous / Roofing / Black	97%	3% Fiberglass	**None Detected**
9	1648-5-1 - Concrete / Typical House Slab	Homogenous / Cementitious / Green/Tan	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Brian Keith, Date: **10 - 09 - 2025**

Reviewed By: Samuel Settle, Date: **10 - 10 - 2025**

3005 East Boundary Terrace, Suite F. Midlothian, VA 23112 (804) 562-3435 contact@hayesmicrobial.com

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Contract # GRM/260554

#25050137

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
10	1648-5-2 - Concrete / Typical House Slab	Homogenous / Cementitious / Green/Tan	100%		**None Detected**
11	1648-6-1 - Cinder Block / Mortar / Typical House / Shed	Homogenous / Mortar / White	100%		**None Detected**
12	1648-6-2 - Cinder Block / Mortar / Typical House / Shed	Homogenous / Mortar / White	100%		**None Detected**
13	1648-7-1 - Brick / Mortar / House / Exterior Front Porch Walls	Homogenous / Bulk Material / Red	100%		**None Detected**
		Homogenous / Bulk Material / Gray	100%		**None Detected**
14	1648-7-2 - Brick / Mortar / House / Exterior Front Porch Walls	Homogenous / Bulk Material / Red	100%		**None Detected**
		Homogenous / Bulk Material / Gray	100%		**None Detected**
15	1648-8-1 - Ceiling Texture / Typical Interior	Homogenous / Texture / White	100%		**None Detected**
16	1648-8-2 - Ceiling Texture / Typical Interior	Homogenous / Texture / White	100%		**None Detected**
17	1648-8-3 - Ceiling Texture / Typical Interior	Homogenous / Texture / White	100%		**None Detected**

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Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
18	1648-9-1 - Drywall / Joint Compound / Typical Interior Ceilings	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White/Brown	97%	3% Cellulose Fibers	**None Detected**
19	1648-9-2 - Drywall / Joint Compound / Typical Interior Ceilings	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White/Brown	97%	3% Cellulose Fibers	**None Detected**
20	1648-10-1 - Plaster / Interior Bathrooms / Walls / Ceilings	Homogenous / Bulk Material / White	100%		**None Detected**
21	1648-10-2 - Plaster / Interior Bathrooms / Walls / Ceilings	Homogenous / Bulk Material / White	100%		**None Detected**
22	1648-10-3 - Plaster / Interior Bathrooms / Walls / Ceilings	Homogenous / Bulk Material / White	100%		**None Detected**
23	1648-11-1 - Ceramic Tile / Grout / Interior Bathroom Walls	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**
24	1648-11-2 - Ceramic Tile / Grout / Interior Bathroom Walls	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / White	100%		**None Detected**

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Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
25	1648-12-1 - Ceramic Tile / Grout / Interior Bathroom Floor	Homogenous / Tile / Peach	100%		**None Detected**
		Homogenous / Grout / Tan	100%		**None Detected**
26	1648-12-2 - Ceramic Tile / Grout / Interior Bathroom Floor	Homogenous / Tile / Peach	100%		**None Detected**
		Homogenous / Grout / Tan	100%		**None Detected**
27	1648-13-1 - 2'x2' Ceramic Tile / Grout / Typical Interior Floors	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Off-White	100%		**None Detected**
28	1648-13-2 - 2'x2' Ceramic Tile / Grout / Typical Interior Floors	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Off-White	100%		**None Detected**
29	1648-14-1 - Caulk / Typical Interior Windows	Homogenous / Caulk / White	100%		**None Detected**
30	1648-14-2 - Caulk / Typical Interior Windows	Homogenous / Caulk / White	100%		**None Detected**
31	1648-15-1 - Duct Mastic / Typical HVAC	Homogenous / Mastic / Gray	100%		**None Detected**

Collected: **Oct 6, 2025** Received: **Oct 9, 2025** Reported: **Oct 10, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Brian Keith, Date: **10 - 09 - 2025**

Reviewed By: Samuel Settle, Date: **10 - 10 - 2025**

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Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

1648 SW 3rd Street
Ocala, FL 34471

Contract #GRM/260554

#25050137

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
32	1648-15-2 - Duct Mastic / Typical HVAC	Homogenous / Mastic / Gray	100%		**None Detected**
33	1648-15-3 - Duct Mastic / Typical Interior HVAC	Homogenous / Mastic / Gray	100%		**None Detected**
34	1648-16-1 - Mastic / Interior Living Room Wall Mirrors	Homogenous / Mastic / Black	92%		8% Chrysotile
35	1648-16-2 - Mastic / Interior Living Room Wall Mirrors	Homogenous / Mastic / Black			(Not Analyzed, Positive Stop)
36	1648-17-1 - Insulation / Typical Interior	Homogenous / Insulation / Pink/Gray	2%	98% Fiberglass	**None Detected**
37	1648-17-2 - Insulation / Typical Interior	Homogenous / Insulation / Pink/Gray	2%	98% Fiberglass	**None Detected**
38	1648-18-1 - Ceramic Tile / Grout / Interior Master Bathroom Floor	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Brown	100%		**None Detected**
39	1648-18-2 - Ceramic Tile / Grout / Interior Bathroom Floor	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Brown	100%		**None Detected**

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Contract # GRM/260554

#25050137

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
40	1648-19-1 - Ceramic Tile / Grout / Interior Window Sills	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Tan	100%		**None Detected**
41	1648-19-2 - Ceramic Tile / Grout / Interior Window Sills	Homogenous / Tile / White	100%		**None Detected**
		Homogenous / Grout / Tan	100%		**None Detected**

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Ocala, FL 34471

Contract # GRM/260554

#25050137

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Contract # GRM/260554

Chain of Custod

SHIP: UPS - SD
DATE: 10-09-2025
1415 1039 5854 593

ASBESTOS
25050137

Job Number:	Job Name: 1648 SW 3RD STREET OCALA, FL 34471	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 10/06/25		Notes: **STOP AT FIRST POSITIVE (IF APPLICABLE)**	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
1648-1-(1-2)	ROLLED ROOFING/TYPICAL EXTERIOR HOUSE ROOF	PLM		1 DAY	
1648-2-(1-2)	ASPHALT SHINGLE/TAR/TYPICAL EXTERIOR HOUSE ROOF				
1648-3-(1-2)	CAULK/TYPICAL EXTERIOR FLASHING				
1648-4-(1-2)	ROLLED ROOFING/TYPICAL EXTERIOR SHED ROOF				
1648-5-(1-2)	CONCRETE/TYPICAL HOUSE SLAB				
1648-6-(1-2)	CINDER BLOCK/MORTAR/TYPICAL HOUSE/SHED				
1648-7-(1-2)	BRICK/MORTAR/HOUSE/EXTERIOR FRONT PORCH WALLS				
1648-8-(1-3)	CEILING TEXTURE/TYPICAL INTERIOR				
1648-9-(1-2)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR CEILINGS				
1648-10-(1-3)	PLASTER/INTERIOR BATHROOMS/WALLS/CEILINGS				
1648-11-(1-2)	CERAMIC TILE/GROUT/INTERIOR BATHROOM WALLS				
1648-12-(1-2)	CERAMIC TILE/GROUT/INTERIOR BATHROOM FLOORS				
1648-13-(1-2)	2'x2' CERAMIC TILE/GROUT/TYPICAL INTERIOR FLOORS				

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 10/06/25	Rcvd By:	Date:	Time:

All

1648-14-(1-2) CAULK/TYPICAL INTERIOR WINDOWS
1648-15-(1-3) DUCT MASTIC/TYPICAL INTERIOR HVAC

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1648-17-(1-2) INSULATION/TYPICAL INTERIOR
1648-18-(1-2) CERAMIC TILE/GROUT/INTERIOR MASTER BATHROOM FLOOR

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Docusign Envelope ID: BB94D5D3-4F0F-82B2-80BA-2D79D569BA21



Certificate Of Completion

Envelope Id: BB94D5D3-4F0F-82B2-80BA-2D79D569BA21
Status: Completed
Subject: SIGNATURE - (GRM/260554) Abatement, Demolition, and Removal of Structure at 1648 SW 3rd St
Source Envelope:
Document Pages: 58
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
4/16/2026 10:47:45 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Lisa Marie Amodeo artofdstruction@aol.com Operations Manager Security Level: Email, Account Authentication (None)	Signed by: Lisa Marie Amodeo E8D40B2FAC9B4DB... Signature Adoption: Pre-selected Style Using IP Address: 38.34.242.67	Sent: 4/16/2026 10:49:22 AM Viewed: 5/19/2026 8:41:52 AM Signed: 5/19/2026 8:42:39 AM
Electronic Record and Signature Disclosure: Accepted: 5/19/2026 8:41:52 AM ID: 673291cd-3ed1-4324-bf02-83df1934a5db		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/19/2026 8:42:41 AM Viewed: 5/20/2026 2:41:08 PM Signed: 5/20/2026 2:59:31 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:6ea1::6 Signed using mobile	Sent: 5/20/2026 2:59:34 PM Viewed: 5/20/2026 5:03:55 PM Signed: 5/20/2026 5:04:21 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 5:04:23 PM Viewed: 5/20/2026 5:08:42 PM Signed: 5/20/2026 5:09:00 PM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 5:08:42 PM ID: d3c52262-dba9-4064-8062-c309c05978af		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2026 10:49:22 AM
Certified Delivered	Security Checked	5/20/2026 5:08:42 PM
Signing Complete	Security Checked	5/20/2026 5:09:00 PM
Completed	Security Checked	5/20/2026 5:09:00 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EMMA FORGETTE** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show approximately **NINETY (90) MINUTES** in length on **JULY 4, 2026,** beginning at **10:00 A.M.,** and ending at **11:30 A.M.** (the "Performance").
   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **9:00 A.M.**
   B. General admission to the Performance shall begin at approximately **10:00 A.M.**
   C. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA PARK, 800 NE SANCHEZ AVE, OCALA, FL 34470** during the 4th of July Event (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** for the entire Performance (the "Performance Fee") payable as follows: City shall remit payment of the Performance Fee via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:
   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;
   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;

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(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

8. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

9. **INSURANCE*.** Artist shall obtain general liability 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-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

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***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

10. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
11. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
12. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
13. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion

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of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

14. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
15. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
16. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
17. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
18. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
19. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
20. **ELECTRONIC SIGNATURE(S).** Artist, 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.
21. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

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whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 5/22/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

By: Signed by:
4BABF24E3B5A4F5...

Emma Forgette
Printed Name of Signatory

Self
Title of Signatory

Docusign Envelope ID: 7967099C-39F1-882F-81CC-60D36B8BBAB3

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Emma Forgette
VENDOR NAME

490 SE 59th St, Ocala FL 34480
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on July 4,2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION: 4th of July entertainm

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

Docusign Envelope ID: 7967099C-39F1-882F-81CC-60D36B8BBAB3

IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day of _____, 20_____.



VENDOR SIGNATURE

Emma Forgette

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Docusign Envelope ID: 7967099C-39F1-882F-81CC-60D36B8BBAB3

Danielle Cooper-Jackson

From: Richard Dennis
Sent: Thursday, April 30, 2026 4:10 PM
To: RPBusiness
Subject: FW: New Contract Request - Emma Forgette July 4 Event
Attachments: Insurance Acknowledgement and Waiver.pdf

IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day _____, 20_____.



VENDOR SIGNATURE

Emma Forgette

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
4/30/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Thursday, April 30, 2026 12:12 PM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: New Contract Request - Emma Forgette July 4 Event

Good afternoon,

Certificate Of Completion

Envelope Id: 7967099C-39F1-882F-81CC-60D36B8BBAB3
Status: Completed
Subject: FOR SIGNATURE - (REC/260721) Emma Forgette - 4th of July Performance Agreement
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/11/2026 8:43:28 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Emma Forgette SINGEREMMA1700@GMAIL.COM Self Security Level: Email, Account Authentication (None)	Signed by: 4BABF24E3B5A4F5... Signature Adoption: Drawn on Device Using IP Address: 2600:8807:c841:2c00:ccc7:5393:ef16:f52c Signed using mobile	Sent: 5/11/2026 8:45:43 AM Viewed: 5/16/2026 8:40:12 AM Signed: 5/22/2026 3:15:26 PM
Electronic Record and Signature Disclosure: Accepted: 4/27/2025 10:17:50 AM ID: 1dc4db90-a116-4c9e-a66d-c983c63c5aad		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/22/2026 3:15:27 PM Viewed: 5/22/2026 3:27:43 PM Signed: 5/22/2026 3:28:32 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/22/2026 3:28:34 PM Viewed: 5/22/2026 3:31:08 PM Signed: 5/22/2026 3:32:01 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/22/2026 3:32:02 PM Viewed: 5/22/2026 3:46:32 PM Signed: 5/22/2026 3:46:43 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/22/2026 3:46:32 PM ID: b786b06b-84d6-4686-a1ae-3f38152225a1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2026 8:45:43 AM
Certified Delivered	Security Checked	5/22/2026 3:46:32 PM
Signing Complete	Security Checked	5/22/2026 3:46:43 PM
Completed	Security Checked	5/22/2026 3:46:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT FOR THE PROVISION OF PHOTO BOOTH EXPERIENCE

THIS AGREEMENT FOR THE PROVISION OF PHOTO BOOTH EXPERIENCE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SAPPHIRE SELFIES, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN: 93-4069642) ("Vendor").

NOW THEREFORE, in consideration of the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement.

   Vendor shall provide **ONE (1)** photo booth package to include backdrop, prints, and custom design frame.

   City will provide **ONE (1)** power source and **ONE (1)** 10' x 10' tent for Vendor.

2. **COMPENSATION.** City shall pay Vendor a price not to exceed the lump sum amount of **SIX HUNDRED FIFTY AND NO/100 DOLLARS ($650)** (the "Service Fee") as full and complete compensation for the timely and satisfactory completion of the Services set forth herein.

   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.

   B. **Payment of Invoice by City**. City shall pay the Service Fee by hand delivering a check made payable to **SAPPHIRE SELFIES, LLC,** to Vendor immediately following the rendering of the Services on the Event Date.

   C. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

   D. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

3. **TIME FOR SERVICE**.

   A. Vendor shall provide **ONE (1)** unlimited photo booth located at an indoor or covered outdoor location during the City's **2026 4TH OF JULY EVENT** (the "Event") on **JULY 4, 2026,** from **10:00 A.M. to 2:00 P.M.** (the "Event Date").

   B. The Event shall take place at **TUSCAWILLA PARK** located at **829 N. SANCHEZ AVENUE, OCALA, FLORIDA 34470**.

   C. The load in and set up time on the date of the Event shall begin at **9:00 A.M.**

   D. The Time for Service under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City.

4. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the service of any

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obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

5. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the service of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

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D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager, or other designee, shall provide written notice of the termination.

6. **SERVICE EVALUATION**. At the end of the contract, City may evaluate Vendor's service. Any such evaluation will become public record.

7. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

8. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

   A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

   B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

   C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the site(s) upon which the Services are to be performed and is satisfied with the site conditions that may affect cost, progress, and service of the work, as observable or determinable by Vendor's own investigation.

   D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its service under this Agreement whatsoever.

   E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

   A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills

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and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures related to the provision of Services, and for any and all safety precautions or programs incident thereto.

C. Vendor shall be responsible for all travel expenses incurred by both themselves and their employees while executing obligations under this Contract.

D. Vendor shall provide release to photos and digital copies so event host may print more on their own from anywhere. Vendor shall not keep the rights to event photos.

10. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

11. **GENERAL LIABILITY INSURANCE**. Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. 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.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

13. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor'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 Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

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B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor 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. **Vendor 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.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor 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.

14. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied

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by Vendor.

15. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

16. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its service of its obligations under this Agreement.

17. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

18. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

19. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor

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shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

20. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

21. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

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

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

24. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

25. **INDEMNITY.** Vendor shall indemnify and hold harmless City, its elected officials, employees and volunteers against all damages, claims, losses, costs, and expenses, including reasonable attorneys'

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fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

26. **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 service 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.

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

If to Vendor:	Sapphire Selfies, LLC Attention: Kim Rispo 7804 SW 8th Street Ocala, FL 34474 Phone: (352) 361-0013 E-mail: kim@sapphireselfies.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-401-3972 E-Mail: cityattorney@ocalafl.gov

28. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

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29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated service and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

33. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in

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writing and signed by both parties to this Agreement.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

39. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

40. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 5/18/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SAPPHIRE SELFIES, LLC

By: Signed by:
Kim Rispo
FDC581AEF711470...

Name: Kim Rispo
(Printed Name)

Title: Owner
(Title of Authorized Signatory)

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Sapphire Selfies LLC
VENDOR NAME

7804 SW 8th ST Ocala, Fl 34474
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on July 4th 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

July 4th event @ Tuscawilla Park (4th in the Park)

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 4th day of MAY, 2026.

K L Rispo

VENDOR SIGNATURE

Kimberly Lynn Rispo

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

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Danielle Cooper-Jackson

From: Richard Dennis
Sent: Wednesday, May 6, 2026 4:10 PM
To: RPBusiness
Subject: FW: New Contract Request - Sapphire Selfies
Attachments: Sapphire Selfies LLC Vendor Forms.pdf

Lets try this again.

IN WITNESS WHEREOF, the VENDOR sets its hand this 4th day of MAY, 2026.

K L Rispo
VENDOR SIGNATURE

Kimberly Lynn Rispo
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
5/6/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
(Date)

From: Richard Dennis <rdennis@ocalafl.gov>
Sent: Wednesday, May 6, 2026 2:32 PM
To: RPBusiness <RPBusiness@ocalafl.gov>
Subject: FW: New Contract Request - Sapphire Selfies

Certificate Of Completion

Envelope Id: 300B8EF5-A74C-84B9-81C7-FA6CACADAB4C
Status: Completed
Subject: FOR SIGNATURE - (REC/260737) Sapphire Selfies - 4th of July - Photo Booth
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/14/2026 10:38:20 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Kim Rispo kim@sapphireselfies.com Owner Security Level: Email, Account Authentication (None)	Signed by: Kim Rispo FDC581AEF711470... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:5912::9 Signed using mobile	Sent: 5/14/2026 10:39:42 AM Viewed: 5/14/2026 12:10:38 PM Signed: 5/14/2026 12:12:30 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2026 12:10:38 PM ID: 03f1ba0e-2ff6-4923-952a-7c2de900137f		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/14/2026 12:12:31 PM Viewed: 5/18/2026 10:46:42 AM Signed: 5/18/2026 10:56:20 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 10:56:23 AM Viewed: 5/18/2026 2:06:37 PM Signed: 5/18/2026 2:09:44 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 2:09:45 PM Viewed: 5/18/2026 2:34:19 PM Signed: 5/18/2026 2:38:29 PM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 2:34:19 PM ID: f15b9847-d83a-4480-a6c4-c5fc6e1255ce		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/14/2026 10:39:42 AM
Certified Delivered	Security Checked	5/18/2026 2:34:19 PM
Signing Complete	Security Checked	5/18/2026 2:38:29 PM
Completed	Security Checked	5/18/2026 2:38:29 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 16BE7613-E202-8871-83D6-04A63EB6B12D

AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CLIFFORD DORSEY D/B/A CLIFF DORSEY MUSIC LLC** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show that is approximately **ONE HUNDRED TWENTY (120) MINUTES** in length on **JULY 4, 2026,** beginning at **12:00P.M.,** and ending at **2:00P.M.** (the "Performance").

   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **9:00A.M.**

   B. Exact time of scheduled Performance may change at City's discretion.

2. **VENUE.** The Performance shall take place at an outdoor venue at **TUSCAWILLA PARK, 829 NE SANCHEZ AVE, OCALA FL, 34470** during the July 4th Event (the "Event").

3. **COMPENSATION**. Artist shall be paid the total sum of **THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($3,500)** for the entire Performance (the "Performance Fee") payable as follows. City shall remit payment for the Performance Fee, in the amount of **THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($3,500)**, via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.

4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

   A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

   B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

      (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;

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(ii) references alcohol, drugs, obscene acts, or other explicit subjects;

(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

8. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

9. **INSURANCE*.** Artist shall obtain general liability 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-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property

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from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

10. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.

11. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

12. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

13. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

14. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.

15. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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

17. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

18. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Docusign Envelope ID: 16BE7613-E202-8871-83D6-04A63EB6B12D

19. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

20. **ELECTRONIC SIGNATURE(S).** Artist, 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.

21. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 5/21/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB357C4C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

Signed by:
Cliff Dorsey
4379636DC22243E...

Clifford Dorsey

Docusign Envelope ID: 16BE7613-E202-8871-83D6-04A63EB6B12D

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Cliff Dorsey Music LLC

VENDOR NAME

PO Box 913 High Springs, FL 32655

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on 07/04/26 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

July 4th event at Tuscawilla Park

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

Docusign Envelope ID: 16BE7613-E202-8871-83D6-04A63EB6B12D

IN WITNESS WHEREOF, the VENDOR sets its hand this 12 day of May, 2026.

Cliff Dorsey
VENDOR SIGNATURE

Cliff Dorsey
VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Docusign Envelope ID: 16BE7613-E202-8871-83D6-04A63EB6B12D

Danielle Cooper-Jackson

From: Richard Dennis
Sent: Wednesday, May 13, 2026 9:41 AM
To: RPBusiness
Subject: FW: CONTRACT ASSIGNED: NEW CONTRACT REQUEST - (REC) RECREATION & PARKS/260703:Cliff Dorsey Music LLC- July 4th Event
Attachments: Insurance Acknowledgement and Waiver Dorsey Signed.pdf

IN WITNESS WHEREOF, the VENDOR sets its hand this 12 day May, 2026.

Cliff Dorsey
VENDOR SIGNATURE

Cliff Dorsey
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
5/13/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Wednesday, May 13, 2026 9:00 AM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: CONTRACT ASSIGNED: NEW CONTRACT REQUEST - (REC) RECREATION & PARKS/260703:Cliff Dorsey Music LLC- July 4th Event

Good morning,

Certificate Of Completion

Envelope Id: 16BE7613-E202-8871-83D6-04A63EB6B12D
Status: Completed
Subject: FOR SIGNATURE - Revised - REC/260708 Cliff Dorsey Music LLC - July 4th
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/13/2026 1:28:55 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/13/2026 1:30:26 PM Viewed: 5/20/2026 3:04:46 PM Signed: 5/20/2026 3:05:19 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Cliff Dorsey cliffdorseyband@gmail.com Security Level: Email, Account Authentication (None)	Signed by: Cliff Dorsey 4379636DC22243E... Signature Adoption: Pre-selected Style Using IP Address: 2601:483:5600:5310:3c6c:4c99:1d9e:dcaf	Sent: 5/20/2026 3:05:20 PM Viewed: 5/21/2026 2:15:09 PM Signed: 5/21/2026 2:16:06 PM
Electronic Record and Signature Disclosure: Accepted: 5/21/2026 2:15:09 PM ID: 358ff553-398e-4c5d-a40c-a6eb607841be		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/21/2026 2:16:07 PM Viewed: 5/21/2026 3:19:04 PM Signed: 5/21/2026 3:20:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/21/2026 3:20:25 PM Viewed: 5/21/2026 3:35:55 PM Signed: 5/21/2026 3:36:12 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/21/2026 3:35:55 PM ID: 6e016224-c175-4fd5-a654-c2436ba3eab5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2026 1:30:27 PM
Certified Delivered	Security Checked	5/21/2026 3:35:55 PM
Signing Complete	Security Checked	5/21/2026 3:36:12 PM
Completed	Security Checked	5/21/2026 3:36:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: B9A1757E-C95B-8814-81F4-BAA8FECC53BE

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **TARRA MCGIRTH LOFTON** ("Owner"), and **THE FORD DESIGN GROUP, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 01-0859010) ("Contractor").

WHEREAS, on March 31, 2026, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG housing rehabilitation services on a residential property located at 1941 NW 5th Street, Ocala, Florida 34475 (the "Original Agreement"), City of Ocala Contract No.: CDS/260375; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by the Work Change Directive issued April 27, 2026 and attached hereto as **Exhibit A – Work Change Directive**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, Owner, and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 5 – Compensation remain in effect):

   COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **EIGHTY THOUSAND, TWO HUNDRED TWENTY AND NO/100 DOLLARS ($80,220)**. It is understood the amounts to be paid will be for satisfactory work completed rather than the estimated prices. Payments shall be made, at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

   A. The modified Contract Price represents the sum of the original bid price of **$72,000** and the total cost of **Change Order #1** as set forth in **Exhibit A – Work Change Directive**.

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

If to Contractor:	The Ford Design Group, LLC Attention: Zurny ford 111 N. Orange Ave Orlando, Florida 32801 E-Mail: fordrecovery@gmail.com PH: 321-231-4518
If to City as Agent for Owner:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.gov PH: 352-629-8343
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Date: 5/21/2026

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
EB223ED8C2B740F...

James Haynes, Director
Community Development Services

THE FORD DESIGN GROUP, LLC

DocuSigned by:
Zurny Ford
1D3FBB8726C44CF...
(Authorized Signatory)

By: Zurny Ford
(Printed Name of Signatory)

Title: CEO/CGC/CCC
(Title of Authorized Signatory)

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED84F3...

William E. Sexton, Esq.
City Attorney

Date: 5/18/2026

OCALA

CONTRACT# CDS/260375

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Ailin Abboud
(Printed Name of First Witness)

(Signature of Second Witness)

Bessie Marker
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

Tarra McCirth
(Signature of Property/Homeowner)

Tarra McCirth
(Printed Name of Homeowner)

Date: 5/28/26

Docusign Envelope ID: B9A1757E-C95B-8814-81F4-BAA8FECC53BE

Work Change Directive

PO#: _____ DATE: 4/27/2026

PROJECT NAME: 1941 NW 5th Street -McGirth

PROJECT ADDRESS: 1941 NW 5th Street

CONTRACTOR SIGNATURE: _____

The following change(s) have been requested:

Remove and replace damaged sub floor and framing
Repair crawl space ventilation system
Crawl space access doors
Installation of front porch light

✓ Contractor's Estimate Attached

APPROVALS:

Zurny DeShawn Ford — DATE: 4/27/2026

_____ _____

Owner

Christopher Lewis — DATE: 4/28/2026

Christopher Lewis

Estimated increase/decrease in Contract Price

Current Contract Price: $ 72,000

Request No.: (1) $ 8,220

New Proposed Price: $ 80,220

Estimated increase/decrease in Contract Times

Completion: _____ days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

If the change involves an increase, the estimated times are not to be exceeded without further authorization

COMMENTS: _____

NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALAFL.ORG
IF YOU HAVE ANY QUESTIONS PLEASE CALL CHRIS LEWIS (352) 629-8333

Docusign Envelope ID: B9A1757E-C95B-8814-81F4-BAA8FECC53BE

THE FORD DESIGN GROUP LLC

Florida State Licensed General Contractor CGC1516405
Florida State Licensed Roofing Contractor CCC1331112
Licensed, Boned, and Insured
A MBE-LDB Company (Orange County, City of Orlando, GOAA, & OCPS
Offices: Florida, DC, and Maryland

Engineering, Construction, and Roofing

April 27, 2026

To: **City Of Ocala Florida**
201 SE 3rd Street, 2nd Floor
Ocala, FL

From: **The Ford Design Group, LLC**
3735 S. US Hwy 27 Ste 105
Clermont, Fl 34711
Ph: 321-231-4518

RE: Change Order for Additional Scope at **1941 NW 5th Street, Ocala, Fl.**

The Ford Design Group proposes to perform the following per local codes and specifications:

Scope Of Work : **(Sub-floor, lighting, crawl space repairs)**

1. Remove and replace rotted sub-floor decking and framing 75% of home
2. Install front porch light
3. Repair crawl space and add access doors
4. Install crawl spaces ventilation

We proposed to construct, per FBC specs & codes for: $8,220.00

Payment Terms:
Per Contract (30 net)
TO ACCEPT THIS QUOTATION, SIGN BELOW AND RETURN

SIGNATURE (OWNER OR AUTHORIZED REPRESENTATIVE

4/28/2026
DATE

THE SIGNED ACCEPTANCE OF THIS PROPOSAL OBLIGATES THE ABOVE ENTITY/INDIVIDUAL TO PAY FOR THE SERVICES OUTLINED IN THE SCOPE OF WORK.

Thank you for your business,
Shawn Ford, CEO/CGC/CCC

Certificate Of Completion

Envelope Id: B9A1757E-C95B-8814-81F4-BAA8FECC53BE
Status: Completed
Subject: FOR SIGNATURE - 1st Amendment - (CDS/260375) McGirth Residence - Housing Rehabilitation
Source Envelope:
Document Pages: 6
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/8/2026 9:09:05 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Zurny Ford fordrecovery@gmail.com CEO/CGC/CCC Security Level: Email, Account Authentication (None)	DocuSigned by: Zurny Ford 1D3FBB8726C44CF... Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:7300:936:5c65:4c1d:63d9:e2f3	Sent: 5/8/2026 9:10:45 AM Viewed: 5/18/2026 6:59:24 AM Signed: 5/18/2026 6:59:58 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 6:59:24 AM ID: 57fe4b58-5250-4da6-8cdb-e04fce3b9ed5		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 6:59:59 AM Viewed: 5/18/2026 10:26:47 AM Signed: 5/18/2026 10:28:14 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07386433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 10:28:17 AM Viewed: 5/21/2026 9:08:21 AM Signed: 5/21/2026 9:08:46 AM
Electronic Record and Signature Disclosure: Accepted: 5/21/2026 9:08:21 AM ID: 3ac62ee9-eb4b-4187-9d4c-65a6cffe0fd6		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 9DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/21/2026 9:08:48 AM Viewed: 5/21/2026 9:22:19 AM Signed: 5/21/2026 9:22:38 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/21/2026 9:22:19 AM ID: 6ed8cba4-cb97-46d7-8c8e-985cd771fa5c		
James Haynes jhaynes@ocalafl.gov Security Level: Email, Account Authentication (None)	Signed by:  EB223ED8C2B740F... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/21/2026 9:22:39 AM Viewed: 5/21/2026 12:19:33 PM Signed: 5/21/2026 12:19:41 PM
Electronic Record and Signature Disclosure: Accepted: 5/21/2026 12:19:33 PM ID: 244b9e8b-21e5-4f45-83cd-b81fba099903		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/8/2026 9:10:45 AM
Certified Delivered	Security Checked	5/21/2026 12:19:33 PM
Signing Complete	Security Checked	5/21/2026 12:19:41 PM
Completed	Security Checked	5/21/2026 12:19:41 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

Docusign Envelope ID: C3E330C6-6DB3-4A2A-853E-EE24EC0463AF

SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONSIGNMENT AGRICULTURAL & LANDSCAPING PARTS INVENTORY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONSIGNMENT AGRICULTURAL & LANDSCAPING PARTS INVENTORY SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EFE, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN# 59-1000566 ("Vendor").

WHEREAS, on January 25, 2022, City and Vendor entered into an Agreement to Provide Consignment Agricultural & Landscaping Parts Inventory Services (the "Original Agreement"), City of Ocala Contract Number: FLT/210911 for a term of three (3) years, from January 1, 2022 to December 31, 2025; and

WHEREAS, on November 27, 2024, City and Vendor entered into a First Amendment to Agreement to Provide Consignment Agricultural & Landscaping Parts Inventory Services (the "First Amendment") to increase the maximum expenditure for the remainder of the initial contract term; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **JANUARY 1, 2026**, and terminating **DECEMBER 31, 2026.** Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: C3E330C6-6DB3-4A2A-853E-EE24EC0463AF

If to Vendor:	EFE, Inc. Attn: Clint Vaughn 138 Professional Way Wellington, Florida 33414 Phone: 561-897-0693 E-mail: cvaughn@efe1963.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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

Docusign Envelope ID: C3E330C6-6DB3-4A2A-853E-EE24EC0463AF

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 5/15/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

EFE, INC.

Signed by:
Clint Vaughn
E7147624599E4AC...

By: Clint Vaughn
(Printed Name)

Title: Gov Div Mgr
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: C3E330C6-6DB3-4A2A-853E-EE24EC0463AF
Status: Completed
Subject: SIGNATURE: Amendment 2 - Consignment Ag & Landscaping Parts Inventory Services-EFE, Inc.(FLT/210911)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

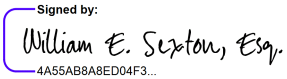
Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/18/2026 8:19:42 AM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Clint Vaughn cvaughn@efe1963.com Gov Div Mgr Everglades Equipment Group Security Level: Email, Account Authentication (None)	Signed by:  E7147624599E4AC... Signature Adoption: Pre-selected Style Using IP Address: 68.200.120.158	Sent: 2/18/2026 8:56:18 AM Resent: 5/14/2026 10:21:54 AM Viewed: 5/14/2026 12:41:09 PM Signed: 5/14/2026 12:41:44 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2026 12:41:09 PM ID: 6a26d3bf-fbb7-4d47-ae36-341506015558		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/14/2026 12:41:45 PM Viewed: 5/15/2026 3:14:31 PM Signed: 5/15/2026 3:14:39 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/15/2026 3:14:40 PM Viewed: 5/15/2026 4:04:09 PM Signed: 5/15/2026 4:06:29 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/15/2026 4:06:30 PM Viewed: 5/15/2026 4:18:50 PM Signed: 5/15/2026 4:19:01 PM
Electronic Record and Signature Disclosure: Accepted: 5/15/2026 4:18:50 PM ID: a135b126-7f70-4628-8aef-c8b6c95d44e5		

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	2/18/2026 8:56:18 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Envelope Updated	Security Checked	5/14/2026 10:21:53 AM
Certified Delivered	Security Checked	5/15/2026 4:18:50 PM
Signing Complete	Security Checked	5/15/2026 4:19:01 PM
Completed	Security Checked	5/15/2026 4:19:01 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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