



OCALA
953 NE Osceola Ave, Suite 101
Ocala, FL 34470
Phone: 352-368-2220

LIFE SAFETY SYSTEMS TESTING & INSPECTION
SERVICE AGREEMENT DATE: 11/10/2025

This agreement made by and between Pye Barker Fire & Safety, hereinafter called COMPANY and [CITY OF OCALA PLANT #3, 3100 SW 67th Ave Rd, Ocala, FL 34474] hereinafter called CUSTOMER on [10/10/2025]. In consideration for the total sum initialed below, Pye Barker Fire & Safety agrees to perform Tests and Inspections of the Life Safety System(s) (Listed below) at the premises of: [3100 SW 67th Ave Rd, Ocala, FL 34474]

This agreement shall be effective for a period of **One (1) year** from the date signed, unless terminated by mutual consent or by thirty (30) days written notice by either party. ~~The agreement will automatically renew thereafter unless otherwise specified in writing.~~ Inspection fees are due in full before services begin and are payable annually thereafter. In the event of early termination by the customer, all remaining inspection fees for the current contract term must be paid in full before cancellation is finalized. This contractual agreement is transferable to any new owner for the duration of the contract, provided the new owner agrees to the services and terms outlined in this agreement.

Pye Barker Fire & Safety shall provide Services as indicated below and in accordance with the attached Service Agreement Terms & Conditions, work scope documents and special provisions which form a part of this agreement. For detailed scope, reference below scope sheets.

X	FIRE SPRINKLER SYSTEM - NFPA 25
	FIRE ALARM SYSTEM - NFPA 72
	EXTINGUISHERS - NFPA 10

	EMERGENCY LIGHTING - LIFE SAFETY CODE 101
	FIRE SUPPRESSION SYSTEMS (KITCHEN HOOD)
	SUPPRESSION SYSTEMS (GAS)

PRICE: The following annual price (below) includes all purposed scope to perform the work as specified within this agreement, on the next pages you will find a breakdown of the amounts to be billed at the time of inspection along with the month each inspection is due.

ANNUAL PRICE: Two Thousand Dollars - \$2,000.00

IMPORTANT NOTICE TO CUSTOMER:

This agreement is for testing and inspection services only. If the CUSTOMER wants the COMPANY to make any repairs, alterations, or replacements as a result of this inspection, the COMPANY will do so for additional compensation to be agreed upon in writing by the parties.

If any new equipment has been installed, in addition to the existing, at the date of this contract, the annual inspection services shall be added in accordance with the prevailing rates effective as of the first inspection of such additional equipment.

It is the CUSTOMER's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability associated there with. The CUSTOMER is also responsible for assisting to provide unencumbered access to individual units for fire alarm audible and sprinkler visual inspections.

A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing Pye Barker Fire & Safety prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the CUSTOMER shall be lesser of: The actual cumulative billing based on the aforementioned prevailing prices.

B. Unless otherwise agreed in writing between the parties, the CUSTOMER shall pay Pye Barker Fire & Safety before work is commenced for the direct services being scheduled.

* If Pye Barker Fire & Safety is subsequently requested by the CUSTOMER to perform additional work beyond the work set out in the above scope of work, the CUSTOMER shall pay Pye Barker Fire & Safety before establishment of additional services.

* If Pye Barker Fire & Safety is subsequently requested by the CUSTOMER to perform additional work beyond the work set out in the above scope of work while on site, the CUSTOMER shall pay Pye Barker Fire & Safety within 30 days from the date of the invoice or the date of completion of the work, whichever is earlier.

* The CUSTOMER agrees to pay all taxes, permits, filing fees and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Where the Agreement is not executed, payment shall constitute acceptance of the terms and conditions of this Agreement.

C. This agreement consists of the terms and conditions on the reverse side hereof or attached hereto, and is the complete agreement between the parties. CUSTOMER acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

DocuSigned by:

Ken Whitehead

CUSTOMER Signature / Owner's Rep

Ken Whitehead

Assistant City Manager

Print Name, Title, and Date

Signed by:

William E. Sexton, Esq.

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Approved as to form and legality:

Curt Hegarty

Cox Fire Protection - Signature

Curt Hegarty

11/10/2025

Print Name, Title, and Date



FIRE SPRINKLER SYSTEM – NFPA 25

Systems: [2] Dry systems, [4] Backflow Devices

(1) ANNUAL TEST & INSPECTION OF FIRE SPRINKLER SYS. - \$1,630

*Annual Due:

*100% facility walkthrough with accessible access

*The above option should be initialed to meet NFPA 25 compliance per scope sheet and agreement.

(1) ANNUAL BACKFLOW TESTS - \$370

*Annual Due:

Types:

**Price reflects backflows tested with sprinkler systems test & inspections, if tested separately cost will be an additional \$200.*

per customer request Pye-Barker FS will perform ONLY annual inspections

Pye Barker Fire & Safety reserves the right to withdraw this proposal for any reason if not accepted within 90 days of the date first written.

Pye-Barker General Terms and Conditions

These terms and conditions ("General T&Cs") shall govern the services performed and the products provided by Pye-Barker Fire & Safety, LLC and its subsidiaries ("Pye-Barker") to the extent referenced by a proposal, quote, inspection report, order form, rider, invoice, or other document or otherwise incorporated into an agreement (each an "Order Document"). Pye-Barker shall perform the services on behalf of the customer listed in the Order Document (the "Customer"). Pye-Barker and Customer are each a "Party" and collectively are the "Parties". The Order Document shall describe the services to be performed and/or products to be provided under that Order Document (the "Work"). The service specific terms attached hereto as Exhibit A shall apply if, and only if, that service is included in the Work or as otherwise indicated. Work may be subject to additional Pye-Barker provided supplemental terms that are incorporated into the Order Document (the "Supplemental Terms"). The Supplemental Terms shall be in addition to, not in lieu of, the General T&Cs. The General T&Cs and the Order Document are the entire agreement between the Parties with respect to the Work under that Order Document (the "Agreement"). Given the nature of Pye-Barker's services, the Work may require terms that differ from the General T&Cs. Any such differences shall be set forth in the Order Document, the terms of which shall control over any conflicting terms contained in the General T&Cs. **The document titled "City Contract Provisions," attached hereto, is incorporated into this Agreement.**

CUSTOMER ACKNOWLEDGES THAT THE AGREEMENT CONTAINS EXCULPATORY, INDEMNITY, INSURANCE, MANDATORY ARBITRATION, AND LIMITATION OF LIABILITY PROVISIONS THAT MAY IMPACT CUSTOMER'S ABILITY TO BRING A CLAIM UNDER THE AGREEMENT. SOME OF THESE LIMITATIONS ARE NOT PERMITTED IN CERTAIN JURISDICTIONS, IN WHICH CASE THEY MAY NOT APPLY.

Initial

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1. Term and Termination. Unless otherwise stated in the Order Document, the term of the Agreement (the "Term") shall be as follows. The Agreement shall begin on the earlier of (i) the date the Order Document is fully executed and (ii) the date Pye-Barker begins the Work (the "Effective Date"). For one-time Work, such as installations, the Term shall expire upon the completion of the Work. For recurring Work, the initial term shall expire on the date set forth in the Order Document, ~~which shall automatically renew for successive periods equal to the initial term (collectively the initial term and all renewal terms are the Term), unless a Party provides the other Party with written notice of its intent not to renew at least thirty days prior to the end of the then current Term.~~ Either Party may terminate the Agreement for cause if the other Party materially breaches the Agreement and fails to cure such breach within thirty days of receiving written notice of the breach. Pye-Barker may terminate the Agreement for convenience upon thirty days written notice. If the Agreement is terminated before the completion of the Work, Customer shall (i) pay Pye-Barker for the portion of the Work performed as of the date of termination; (ii) reimburse Pye-Barker for costs incurred in anticipation of the provision of the remaining Work, such as the cost of materials procured but not installed as of the date of termination; (iii) reimburse Pye-Barker for costs incurred by reason of the termination, including costs attributable to termination of subcontracts or vendor agreements; and (iv) unless terminated by Customer for cause or Pye-Barker for convenience, pay Pye-Barker the portion of the remaining fee attributed to overhead and profit with respect to Work not yet performed as of the date of termination.

2. Performance of the Work. Pye-Barker shall only be responsible for performing the Work with respect to the systems and equipment expressly listed in the Order Document (the "Covered Systems"). Pye-Barker shall perform all Work during its normal working hours and days, as determined in the sole discretion of Pye-Barker. Pye-Barker will perform the Work in a workmanlike manner, and, in doing so, Pye-Barker may take all actions it deems necessary to provide the Work, including drilling holes, driving nails, and making attachments. Pye-Barker shall not be responsible for any condition reasonably created as a result of the Work. Pye-Barker reserves the right to modify materials, parts, and equipment, including substituting materials, parts, and equipment of later design, provided that such modifications or substitutions will not materially and negatively impact performance. Customer assumes the risk of loss for materials, parts, and equipment once delivered to the Facilities. Pye-Barker may engage third parties to provide all or a portion of the Work ("Subcontractors"), and the terms of the Agreement shall apply to and inure to the benefit of such Subcontractors. Pye-Barker shall be responsible for the acts and omissions of the Subcontractors to the same extent that it is responsible for the acts or omissions of its own employees. Customer acknowledges that (i) Pye-Barker has explained the full range of services, equipment, and protection available to Customer; (ii) additional protection over and above that provided in the Work is available and may be obtained at an additional cost; and (iii) Customer desires and has contracted for only the Work and Covered Systems expressly described in the Agreement.

3. Customer Responsibilities. Customer acknowledges that it has superior knowledge of its buildings, infrastructure, property, equipment, and systems, whether owned or leased by Customer, that are related to the Work (the "Facilities"). To the extent relevant to the Work, Customer shall provide Pye-Barker with complete written documentation of such Facilities and the layout, configuration, inspection, testing, and maintenance history of the Covered Systems. In addition, Customer agrees and warrants that it will (i) provide a safe working environment while Pye-Barker is at the Facilities; (ii) provide utilities deemed necessary by Pye-Barker, including electric, heat, and an adequate water supply; (iii) keep accurate and current work logs and information about the Covered Systems as recommended by the manufacturer and/or Pye-Barker; (iv) provide an adequate environment for Covered Systems as recommended by the manufacturer and/or Pye-Barker, including adequate space, electrical power, water supply, air conditioning, and humidity control; (v) notify Pye-Barker as soon as possible of any suspected or confirmed inadequacy, failure, or other condition materially affecting the operation of the Covered Systems; (vi) operate the Covered Systems according to the manufacturer's and/or Pye-Barker's recommendations; (vii) provide Pye-Barker with unobstructed access to the Facilities and the Covered Systems, to the extent necessary for the performance of the Work; (viii) obtain all necessary licenses and permits; (ix) appropriately maintain the proper operation of any system, equipment, or device connected or attached to the Covered Systems; and (x) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with the Covered Systems and prevent others from doing the same. The Agreement assumes that, unless expressly acknowledged in the Order Document, any existing Facilities and Covered Systems are in operational and maintainable condition as of the Effective Date. Pye-Barker is not responsible for loss or damage due to the character, condition, or use of foundations, walls, or other structures not erected by Pye-Barker, or for damage resulting from concealed piping, wiring, fixtures, or other equipment, or the condition of water pressure. Pye-Barker has no responsibility or liability for shutting off utilities or equipment. If the Work requires that any utilities or equipment are disconnected or shut off, Customer is responsible for engaging a licensed professional, independent of Pye-Barker, to provide the necessary services within 48-hours of Pye-Barker's request. In the event of an emergency or system failure with respect to the Covered Systems, Customer will take reasonable safety precautions to protect life and property. Customer shall provide all necessary information pertaining to events leading up to the emergency or failure, including but not limited to time logs and emergency response personnel records. Customer acknowledges and agrees that it bears the sole risk for any loss, injury, or damages resulting from or related to the inaccuracy of representations or information provided by Customer or Customer's failure to comply with this section. In addition, if Customer breaches any of these obligations, Pye-Barker shall have the right, upon written notice to Customer, to suspend the Work until Customer cures such breach, and Customer shall reimburse Pye-Barker for any costs that Pye-Barker reasonably incurs in connection with such breach. Unless expressly noted in the Order Document, the Work is not intended to comply with specific federal, state, or local building, fire, occupancy, life safety or other codes. It is the Customer's responsibility to notify Pye-Barker of all codes and legal or regulatory requirements relevant to the Work.

4. Financial Terms. In consideration of the Work, Customer shall pay Pye-Barker the amounts set forth in the Order Document. In the event Pye-Barker's costs increase, Pye-Barker may reasonably increase its fees for any Work not yet performed to offset such increased costs, upon written notice to Customer. For recurring Work, Pye-Barker may increase the on-going fee for the remainder of the Term, but no more frequently than once during any 12-month period, and such increase shall not exceed 20% of the then current rates. Pye-Barker shall send Customer an invoice for the Work before the Work is performed, and Customer shall pay such invoice within 30 days of the invoice date. Pye-Barker may require full payment at or before the time the Work is performed. Where applicable, Customer agrees to allow Pye-Barker to collect and review Customer's credit information solely for purposes of determining credit terms. Pye-Barker reserves the right to extend, change, or terminate any credit status at its sole discretion. If payment is not received by the due date, Pye-Barker may pursue any of the following options, in addition to any rights available under the Agreement or applicable law (i) suspend the provision

of the Work and/or any other services being provided to Customer outside of the Agreement; (ii) assess interest at the maximum rate allowed by law; (iii) require that all subsequent invoices are immediately due and payable, and/or; (iv) terminate any and all agreements between Pye-Barker and Customer, or a portion thereof. Customer shall reimburse Pye-Barker for any costs it sustains in pursuit of past due payments, including reasonable legal fees and agency commissions. Pye-Barker's acceptance of less than full payment or failure to pursue any of the options available under the Agreement, shall not be a waiver of any of its rights. Title to Covered Systems shall transfer to Customer once installed; however, Pye-Barker shall retain a security interest in such Covered Systems until it is fully paid. Customer agrees to pay all taxes, permits, and license fees, however designated or levied.

5. Changes. Changes, alterations, or additions to the Agreement, including but not limited to the scope of Work, plans, schedules, or specifications, shall be invalid unless approved in writing by an authorized representative of Pye-Barker. In the event of any such change, the Parties shall mutually agree in writing to any corresponding fee changes. Notwithstanding the foregoing, for purposes of avoiding delays and/or addressing emergencies, Pye-Barker may make changes to the Work before the Parties agree to such changes in writing, in which case Pye-Barker's reasonable estimate as to the value of any additional Work shall be deemed accepted by Customer.

6. Scheduling/Delays/Force Majeure. Customer shall be responsible for promptly scheduling all appointments for Pye-Barker to perform the Work. Pye-Barker is not responsible for missed or delayed inspections, service, or other Work, due to Customer's failure to promptly schedule. Pye-Barker shall make commercially reasonable efforts to accommodate Customer's preferred schedule, but Pye-Barker has no obligation to provide the Work within a particular time frame. Any completion dates in the Order Document or otherwise provided by Pye-Barker are estimates, not definite completion dates, and time is not of the essence. In the event the Work is delayed, Pye-Barker shall have such additional time for performance as reasonably necessary under the circumstances. Pye-Barker may assess a fee if Customer cancels an appointment less than 24-hour prior to Pye-Barker's deployment of personnel to the Facility, or if the Work is re-scheduled or delayed by Customer or others engaged by Customer, through no fault of Pye-Barker. Customer shall reimburse Pye-Barker for any increased costs or damages that Pye-Barker incurs due to Work that is rescheduled or delayed through no fault of Pye-Barker. Pye-Barker shall not be responsible for failure to provide the Work due to causes beyond its control, including but not limited to work stoppages, labor troubles, acts of civil or military authorities, fuel or other material shortages, fires, or acts of God.

7. Hazardous Conditions. Customer shall notify Pye-Barker in writing of any hazardous conditions or substances that Pye-Barker may encounter during the performance of the Work (including but not limited to per- and polyfluoroalkyl substances). Pye-Barker is not obligated to perform Work in an area where it determines hazardous conditions or substances exist until the Customer has made the area safe to the satisfaction of Pye-Barker. If Pye-Barker determines that continuing the Work poses a risk to Pye-Barker or its employees or agents, Pye-Barker may elect to terminate the Agreement for cause upon written notice to Customer. Customer is solely responsible for the testing, removal, storage, remediation, and disposal of any hazardous conditions or materials in accordance with applicable law. To the extent hazardous waste will be generated in connection with the Work, Customer shall sign any and all hazardous waste manifests as the generator of such waste under applicable laws. Under no circumstances shall Pye-Barker have any obligations with respect to such hazardous conditions or materials or any liability for damages or costs associated therewith, including but not limited to remediation and cleanup costs. Customer shall indemnify, defend, and hold harmless Pye-Barker, its officers, directors, agents, employees, affiliates, successors and partners (the "Indemnified Parties") from and against expenses, costs, claims, demands, losses, damages, actions, fines, penalties, or liability of any kind, whether actual or alleged, including but not limited to actual damages, damages for bodily injury or property damage, consequential or indirect damages, remediation and cleanup related costs, and any attorneys' fees and expert costs, arising out of or related to hazardous conditions or hazardous substances at the Facilities, whether or not the Customer notifies Pye-Barker of their existence.

8. Warranties.

8.1. General. Except for the express warranties in the Agreement, Pye-Barker makes no representations or warranties of any kind, express or implied, including but not limited to any warranty of merchantability, warranty of fitness for a particular purpose its suitability or effectiveness as designed, installed, and /or utilized, or that it will operate as designed, intended, or expected. Such waiver includes any representations or warranties stated on Pye-Barker's website or other sales or advertising materials, and Customer agrees not to rely on these materials for this purpose. Pye-Barker does not represent or warrant that the Covered System or Work cannot be compromised or circumvented, or that it will always provide the protection for which it was installed.

8.2. Limited Equipment Warranty. If any component of the Covered Systems sold and installed by Pye-Barker becomes defective within 90 days from the date of installation, Pye-Barker shall provide all labor, materials, and parts necessary to replace or repair the defective component at no cost to Customer, subject to the terms and exclusions set forth below. In addition, Pye-Barker will pass through to Customer any applicable manufacturers' warranties, to the extent permitted. Pye-Barker only warrants replacement parts for the remainder of the warranty period.

8.3. Maintenance Plans. If Customer purchases a Pye-Barker maintenance plan ("Maintenance Plan"), Pye-Barker shall, during the Maintenance Plan Term, provide all labor, materials, and parts necessary to replace or repair defective components of the Covered System, as further described in the Order Document and subject to the terms below.

8.4. Warranty Conditions and Exclusions. All warranty services will be provided during Pye-Barker's normal business hours and days, as determined by Pye-Barker. Warranty services outside of these times will be subject to Pye-Barker's then current rates for labor and materials. In fulfilling its warranty obligations, Pye-Barker has sole discretion as to whether to replace or repair the defective components, whether to substitute components for components of equal or better quality, and/or to use reconditioned components. Notwithstanding anything in the Agreement to the contrary, the following are excluded from any Pye-Barker warranty services (i) batteries, wiring, LCDs, screens, cleaning, reconfiguration, realignment, software upgrades or repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life; (ii) defects resulting from accident, misuse, tampering, abuse, attempted or unauthorized repair, service, or modification by anyone other than Pye-Barker; (iii) defects resulting from electrical surges, insects, pests, water damage, lightning, or other acts of God; and (iv) defects resulting from lack of proper maintenance or Customer's failure to follow operating instructions. If Customer requests warranty services, and upon inspection Pye-Barker determines that such service is not covered by the warranty, Pye-Barker may charge Customer for a service call whether or not Pye-Barker's representative actually worked on the Covered System, and, if Pye-Barker chooses to perform the out of warranty service, it shall do so at Pye-Barker's then current rates.

9. Liability and Disputes.

9.1. Not An Insurer. PYE-BARKER'S SERVICES ARE DESIGNED TO REDUCE CERTAIN RISKS AND LOSS, BUT PYE-BARKER DOES NOT GUARANTEE THAT NO LIABILITY, LOSSES, CLAIMS, OR DAMAGES (COLLECTIVELY "LOSSES") WILL OCCUR. Customer acknowledges and understands that (i) Pye-Barker is not an insurer of or against Losses to person or property, whether direct, incidental or consequential, that may occur in connection with the Work or Covered Systems; (ii) Pye-Barker does not provide insurance coverage to Customer under the Agreement; (iii) Pye-Barker's fee for the Work provided is unrelated to the value of Customer's real or personal property; and (iv) Pye-Barker cannot and does not guarantee that any Work or Covered Systems will work as intended. Customer shall maintain appropriate insurance coverage for liability, casualty, fire, theft, and property damage, under which Customer is named as insured and Pye-Barker is named as additional insured, and which shall cover any loss or damage the Covered Systems are intended to protect against or detect to its full insurable value. Customer will look to its own insurance carrier for any Losses resulting from the Agreement and shall release Pye-Barker from any Losses which are recovered or recoverable by Customer from insurance coverage or for which Customer is indemnified. Customer waives any right to subrogation that it or its

insurers have against Pye-Barker. Customer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Customer has received a waiver of subrogation endorsement from its insurer.

9.2. Limitation of Liability. PYE-BARKER WILL NOT BE LIABLE FOR LOSSES ARISING OUT OF OR RELATED TO (i) FAILURE OF ANY COVERED SYSTEM IN ANY RESPECT WHATSOEVER, WHETHER OR NOT CAUSED BY ACTS OF GOD, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS; (ii) CUSTOMER'S ACTS OR OMISSIONS; (iii) THE ACTS OR OMISSIONS OF THIRD-PARTIES NOT ACTING ON PYE-BARKER'S BEHALF; OR (iv) ANY FAILURE, DEFECT, VULNERABILITY, OR OTHER PROBLEM ATTRIBUTED TO THE FACILITIES. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF PYE-BARKER, PYE-BARKER'S TOTAL LIABILITY FOR ANY LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE SHALL NOT EXCEED THE GREATER OF (i) \$250 AND (ii) THE FEES PAID TO PYE-BARKER BY CUSTOMER FOR THE WORK GIVING RISE TO THE APPLICABLE LOSS DURING THE 6 MONTHS PRIOR TO SUCH LOSS. UNDER NO CIRCUMSTANCES SHALL PYE-BARKER BE LIABLE FOR DAMAGES ARISING OUT OF OR RELATED TO LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, OR FOR ANY OTHER LIQUIDATED, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. Customer may, through a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Pye-Barker's increased liability. This higher limit shall not be construed as insurance coverage. The Parties agree that there are no third-party beneficiaries under the Agreement. If the limitations of liability in the section are not enforceable under applicable law, Pye-Barker's liability shall be limited to the maximum extent permitted by law.

9.3. Contractual Limitation Period. Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, that it may have relating to the Agreement, must be filed within one year from the date on which the alleged Losses occur; provided, however, if the foregoing restriction is not enforceable under applicable law, Customer must file within two years from the date on which the alleged Losses occur. Customer expressly waives any statutory and/or common law limitation period to the contrary. Without limiting the foregoing, with respect to any claim related to Pye-Barker's failure to perform under the Agreement, Customer must provide Pye-Barker with a written, detailed description of the claim, within ten business days after such claim arises. Customer acknowledges and agrees that failure to timely send such detailed written notice shall be deemed a waiver of such claim. Customer acknowledges that these restrictions may limit Customer's ability to bring a claim within the statutory and/or common law statute of limitation.

9.4. Indemnification. Customer acknowledges that the Agreement is intended for its sole benefit. Therefore, Customer shall indemnify, defend (if required by Pye-Barker), and hold harmless the Indemnified Parties from and against expenses, costs, claims, demands, losses, damages, actions, fines, penalties, or liability of any kind, including legal, defense, and investigation costs, whether actual or alleged, arising out of or related to the Work or the Agreement, except if caused solely by the gross negligence or intentional misconduct of Pye-Barker. If such obligations are not enforceable under applicable law, Customer agrees to indemnify, defend, and hold the Indemnified Parties harmless to the maximum extent permitted.

9.5. Law and Jurisdiction. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to such state's conflict of laws rules. Any action shall be brought and resolved by the state and federal courts located in the state in which the Work is provided and the courts to which an appeal therefrom may be taken. Each Party consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. Either Party may file a copy of this section with any court as written evidence of the knowing, voluntary, and bargained Agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. The Parties waive trial by jury in any action between them, unless prohibited by law. CUSTOMER MAY ONLY BRING CLAIMS AGAINST PYE-BARKER IN ITS INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THE AGREEMENT SHALL, AT THE OPTION OF PYE-BARKER, BE DETERMINED BY ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., UNDER ITS COMMERCIAL ARBITRATION RULES AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of the Agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. CUSTOMER ACKNOWLEDGES THAT IT IS AGREEING TO WAIVE ITS RIGHTS TO A TRIAL BEFORE A JUDGE OR JURY, TO APPEAL AN ARBITRATION AWARD, AND TO PARTICIPATE IN A CLASS ACTION.

10. Confidentiality. During the Term and for two years thereafter, neither Party shall use the other Party's Confidential Information for purposes other than the performance of its obligations under the Agreement. Each Party shall protect the other Party's Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. The receiving party shall only disclose the Confidential Information to those who have a need to know such Confidential Information in order to perform its obligations under the Agreement. "Confidential Information" shall mean information not generally available to the public that either is marked as confidential or a reasonable person would consider confidential and that is provided to the receiving party or which the receiving party has access to or discovers in the performance of the Agreement, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the disclosing Party. Each Party will provide reasonable prior notice to the other, unless prohibited by applicable law, if it is required to disclose any of the other party's Confidential Information under operation of law, and such disclosure shall not constitute a breach of the Agreement.

11. Non-Solicitation. Customer acknowledges and agrees that the employees of Pye-Barker who perform the Work are a valuable asset to Pye-Barker and are difficult to replace. Accordingly, Customer agrees that, for a period of one year after expiration or termination of the Agreement, it will not, directly or indirectly, solicit, hire or otherwise employ any employee or agent of Pye-Barker who performed such Work. If Customer violates this section, Customer will pay to Pye-Barker damages equal to 100% of that individual's total compensation in the preceding twelve months of employment with Pye-Barker. For purposes of the Agreement only, an "individual's" annual salary shall mean the individual's annual salary with either Pye-Barker or with Customer, as of the date of Customer's violation of this section, whichever is greater.

12. Severability, Integration, and Assignment. If any provision of the Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of the Agreement shall remain operative and binding on the Parties. The Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms between the Parties with respect to its subject matter. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in the Agreement and waives any claims in connection with same. Pye-Barker is not bound by any terms printed or otherwise, that may appear on any Customer acknowledgement, purchase order, or other form, such terms being expressly rejected. No waiver, change, or modification of any terms or conditions of the Agreement shall be binding on Pye-Barker unless made in writing and signed by an authorized representative of Pye-Barker. Customer shall not assign the Agreement without written consent of Pye-Barker. Pye-Barker shall have the right to assign the Agreement and shall be relieved of any obligations created herein upon such assignment. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

13. Authorization and Notice. The person executing the Agreement on behalf of the Customer expressly warrants and covenants that they are the authorized representative of the Customer and is authorized to enter into the Agreement for and on behalf of the Customer. Should the Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, and that it may enter into the Agreement on the owner's behalf. Any notice given pursuant to the Agreement shall be in writing and sent by certified or registered mail or by national overnight courier service, at the address set forth in the Agreement or at such other address as such Party may provide in writing. A copy of notices to Pye-Barker shall be emailed to Legal@pyebarkerfs.com.

Exhibit A - Service Specific Terms

1. For Equipment Sale and/or Installation Only. If expressly included in the Work, Pye-Barker will sell and install the Covered Systems, as set forth herein and in the Order Document (the "Installation Services"). Pye-Barker shall perform the Installation Services in a workmanlike manner. Once installed, the Covered System is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test and maintain the Covered Systems according to the manufacturer's and/or Pye-Barker's recommendations. Upon completion of the installation, Pye-Barker will provide a representative for one final acceptance inspection. Any further tests or inspections will be at Pye-Barker's prevailing rates. Pye-Barker shall not be responsible for damage or failure caused in whole or in part by any equipment or materials added to the Covered System by a Party other than Pye-Barker. Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the Work to be performed. In the event the conditions or layout of the Facilities is altered prior to the completion of the Work, Customer shall advise Pye-Barker, and Pye-Barker shall be entitled to adjust prices or dates as may be required. If the Covered Systems installed by Pye-Barker is to be connected to the Customer's computer network, Pye-Barker will connect such equipment in accordance with Customer's instructions, and Pye-Barker will not be responsible for making any changes to the Customer's network, security, or other settings. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its network and shall supply Pye-Barker secure network access to the extent necessary. Pye-Barker has sole discretion to accept or reject a return for materials purchased under the Agreement. If the return is accepted, such materials must be returned in the original package and resalable condition, with a copy of the invoice and a note stating the reason for the return. Customer acknowledges that if the installation includes the protection of the windows and/or doors the necessity to drill holes in the window/door may void the manufacturer's warranty, for which Pye-Barker is not responsible.

2. For Testing and Inspections Only. If expressly included in the Work, Pye-Barker will test and/or inspect the Covered Systems as set forth herein and in the Order Document ("T&I Services"). For the avoidance of doubt, Pye-Barker is only responsible for providing the T&I Services for the Covered Systems and all other equipment and systems are excluded. If the Order Document provides for recurring T&I Services, such services shall be performed during the term and at the frequency set forth in the Order Document. Customer is responsible for scheduling all T&I Services, and Pye-Barker shall have no responsibility or liability for performing such services on or by a specific date. Pye-Barker will document detected defects, errors, or omissions on Pye-Barker's then current reporting form, such report and recommendations are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects, errors, or omissions noted to the Covered Systems. The T&I Services are designed to assess the functionality of the Covered Systems at the time that they are performed. They are not intended to reveal design or installation flaws or code compliance violations, and they are not a system survey or engineering analysis of the Covered System. Furthermore, Customer understands that the T&I Services are not a guarantee or warranty (i) that the Covered Systems will in all cases provide the level of protection for which they were originally intended, (ii) that they are in compliance with all applicable codes, laws, or (iii) that no other defects, errors, or omissions exist. Pye-Barker may, but, unless required by applicable law, is not obligated to submit a copy of such reports to the local authority having jurisdiction. Customer acknowledges that applicable law or the authority having jurisdiction may require additional and/or specific testing and or inspection requirements that may not be included in the T&I Services. If Customer declines any repairs or other actions recommended by Pye-Barker, Pye-Barker shall be relieved from liability arising from or related thereto. For the avoidance of doubt, the T&I Services do not include any maintenance, repairs, alterations, replacements, or field adjustments, including those recommended by Pye-Barker. Pye-Barker may choose to offer such services for an additional fee under the terms of the Agreement, but it is not obligated to do so. Pye-Barker is not required to move personal property, equipment, walls, ceilings, or like materials, which may impede access or limit visibility. Areas that are concealed or determined to be inaccessible are excluded from the T&I Services. Prior to Pye-Barker performing any T&I Services, the Customer must notify (and, if necessary, receive permission from) any potentially impacted parties, which may include alarm monitoring companies, fire departments, and occupants and tenants. In the event the Covered Systems are modified after the date of the Order Document, the inspection charge may be increased in accordance with Pye-Barker's prevailing rates. Pye-Barker shall not be responsible for the testing or treatment of the quality of sufficiency of the water supply or flow, or any costs or liability associated therewith. Pye-Barker shall not be responsible for equipment failure occurring while Pye-Barker is in the process of completing the T&I Services that can be attributed to normal wear and tear, age, or obsolescence of the Covered System.

3. For Repair and Maintenance Service Only. If expressly included in the Work, Pye-Barker will provide the repair and/or maintenance services for the Covered Systems as set forth herein and in the Order Document ("R&M Services"). Pye-Barker shall perform the R&M Services in a workmanlike manner and shall have sole discretion over the method and manner in which such services are performed. Specifically, Pye-Barker shall have sole discretion in determining whether the Covered Systems are serviceable, whether to replace or repair the defective components, and whether to substitute components for components of equal or better quality and/or to use reconditioned components. At Pye-Barker's election, all defective components that have been replaced shall become the sole property of Pye-Barker. The repair or replacement of non-maintainable components of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is excluded from the R&M Services. Furthermore, the R&M Services excludes system upgrades or the replacement of obsolete systems, equipment, components, or parts.

4. Third-Party Services. This subsection applies if, and only if, a third party is providing services in connection with the Work ("Third-Party Services"). Customer acknowledges that its use of such Third-Party Services may be subject to additional licenses, fees, and/or terms and conditions, including but not limited to independent agreements, acceptable use policies, and privacy policies. Such additional terms may be entered into Pye-Barker or directly between Customer and such third party. Customer understands that its failure to agree to such additional terms and conditions may impact Pye-Barker's ability to provide the Work. Pye-Barker has no responsibility for such Third-Party Services. Customer further understands that it may be subject to additional fees because of accessing on-line services, purchasing, licensing or subscribing to other offerings via the Internet or through interactive options, or any other Third-Party Services. Those charges are separate and apart from the amounts charged by Pye-Barker and are the sole responsibility of the Customer.

5. For Sprinkler Related Work Only. This subsection applies if, and only if, the Work involves sprinkler systems. Customer shall be responsible for maintaining adequate heat and other conditions throughout the facility to prevent freezing or other damage to the existing sprinkler system. The Customer understands and expressly acknowledges that sprinkler systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that Pye-Barker may be unable to detect. Pye-Barker shall not be responsible for damage caused by water, ice, or other conditions and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges that under NFPA and other applicable codes and regulations, the Customer is responsible for maintaining the sprinkler system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the sprinkler inoperable or that may cause damage to the system, which result in injury, damage to property and loss of use. In conducting the Work, Pye-Barker will make every reasonable effort to prevent the unintended discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer must provide sufficient and readily accessible means to accept the full flow of water that may result from such tests, and Customer hereby accepts all liability for such water discharge.

6. For Remote Access Services Only. If expressly included in the Work, Pye-Barker will provide the Customer with remote access to the Covered Systems in connection with the work, including via a website, web portal, or software, for purposes of monitoring, arming/disarming, viewing footage from video cameras, controlling automation devices, and/or making changes to the settings of such Covered Systems, as set forth herein and in the Order Document (the "Remote Access"). The Remote Access may be provided by Pye-Barker and or through a third party, in which case the Third-Party Services terms shall apply. In order to receive Remote Access, the Customer may be required to create an account with Pye-Barker or a third party. If the Customer access the Remote Access through software or a mobile application, whether by provided by Pye-Barker or a third party, Customer's use of such software or mobile application shall be subject to and governed by additional terms and conditions, which made include terms of service, acceptable use policies, or privacy notices. Pye-Barker makes no representation or warranty that any software or application does not contain a virus or other harmful feature. Customer is solely responsible for taking appropriate precautions to protect its equipment and systems from viruses or other harmful features. Pye-Barker shall have no responsibility for failure of data transmission,

corruption or unauthorized access by hacking or otherwise and shall not be responsible for the Remote Access connection or the data transmitted through the Remote Access services. Electronic data may not be encrypted and wireless components of the system may not meet established criteria for encryption and Pye-Barker shall have no liability for access to the system by others. Customer is responsible for supplying high-speed Internet access and/or wireless services necessary for the Remote Access. Pye-Barker is not responsible for Customer's access to the Internet or any interruption of service or downtime of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Customer to access the system. Customer acknowledges that Customer's security system can be compromised if the codes or devices used for access are lost or accessed by others and Pye-Barker shall have no liability for such third party unauthorized access. Pye-Barker is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Customer's responsibility to secure access to the system with pass codes and lock out codes. Pye-Barker is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Customer's system will be at Customer's expense.

7. For Monitoring Related Work Only. If expressly included in the Work, Pye-Barker will remotely monitor the alarms and/or other event notifications of Covered Systems, as set forth herein and in the Order Document, which may include the monitoring of fire alarms, security alarms, cameras, building automation, intrusion detection, and other life safety systems ("Monitoring Services"). Pye-Barker shall provide the Monitoring Services for the Term set forth in the Order Document, which shall not begin until the Covered System is fully installed and operational, the necessary communications connection is completed and tested, and Customer provides the Call List described below; however, billing for such Monitoring Services shall begin as soon as Pye-Barker receives signals from the Covered Systems. Pye-Barker may, without prior notice, suspend or terminate the Monitoring Services, if (i) Pye-Barker determines that there is a threat of civil unrest, natural disaster, or other condition that renders monitoring or response impractical; (ii) the Customer breaches the Agreement; (iii) the monitoring center or communication network is nonoperational; (iv) or the Covered System is sending excessive false alarms or runaway signals.

7.1. Notification Procedure. Upon receipt of an alarm or other event notification signal transmitted from the Covered System (each a "Signal"), Pye-Barker or its designee monitoring center shall take commercially reasonable measures to notify the Customer and/or the appropriate emergency service provider, as set forth in the Agreement, the Call List described below, and as otherwise required by applicable law. For the avoidance of doubt, if the Signal is monitored by a Pye-Barker designee monitoring center, such monitoring center shall be subject to the same rights and obligations in this section as if it was Pye-Barker. Before the Monitoring Services begin, Customer shall provide Pye-Barker with notification instructions and a written list of the names, titles, addresses, email addresses, and phone numbers of those individuals that the Customer chooses to be notified in the event of a Signal (the "Call List"). Customer is responsible for the accuracy and completeness of the information on the Call List and for providing Pye-Barker with written notice of any necessary changes. Customer represents that the individuals listed on the Call List are authorized to act on the Customer's behalf and Pye-Barker is authorized to rely on their instructions. Unless otherwise provided in the Call List, Pye-Barker will make a commercially reasonable effort to contact the first person reached or notified on the list either by telephone call, text message, in-app message or email message. No more than one attempt to contact each individual shall be required and any form of notification provided for herein, including text messages or leaving a message on an answering machine, shall be deemed reasonable compliance with Pye-Barker's notification obligation. Pye-Barker may use automated calling devices to deliver such notification. Pye-Barker is not responsible if none of the contacts can be reached using the information on the Call List, nor is it responsible for finding alternative contacts or contact information. In addition to notifying the Customer in accordance with the Call List, Pye-Barker may also notify emergency service providers or other interested parties, but it is not required to do so unless required by law. Some Signals are transmitted from Customers' premises directly to emergency service providers and are not monitored by Pye-Barker or its designee monitoring center. Pye-Barker is not responsible for the manner in which the emergency service providers monitor these systems, or their response to such signals, if any.

7.2. Non-Emergency and False Signals. Not all Signals require notification. For example, Pye-Barker is not required to take action on Signals unless the associated codes were previously identified to Pye-Barker in writing, nor is it required to take action on signals related to the loss of a communication pathway or low battery signal. Furthermore, Pye-Barker may choose to implement measures designed to reduce the occurrence of false alarms, which in some cases may be required by applicable law, the authority having jurisdiction, emergency service providers, or other impacted parties. For example, upon receiving a Signal, Pye-Barker may, in its sole discretion, choose to first attempt to contact the Facility to verify that the Signal is not a false alarm, before providing the necessary notification. The Customer acknowledges that these measures may prevent or delay Signal notification, verification procedures, and/or response. IF PYE-BARKER HAS REASON TO BELIEVE, IN ITS OR THEIR SOLE DISCRETION, THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT NOT TO FOLLOW THE NOTIFICATION OR OTHER VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS. Customer is fully responsible and liable for any fines, costs, expenses or penalties resulting from the Covered Systems being activated for any reason whatsoever, including for false alarms and runaway signals, and shall reimburse Pye-Barker for any costs it incurs in connection therewith. In addition, Pye-Barker may also charge a service fee if Pye-Barker personnel are deployed to the Customer location in response to a service call or Signal caused by Customer error. If the Covered System has a local audible device, Customer authorizes Pye-Barker to enter the premises and turn off the audible device, for which Customer will be charged a service fee.

7.3. Audio and Video. If the Monitoring Services include audio and/or video verification of a Signal, the monitoring center shall monitor video or sound for as long as it deems appropriate to verify an alarm or emergency condition. Customer authorizes and consents to Pye-Barker listening to such audio and watching such video and releases Pye-Barker for all losses, damages and expenses due to Pye-Barker listening-in to the Facility. Customer acknowledges the inherent limitations associated with visual and audio verification, including (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera; (iii) inadequate receipt, clarity, placement or quality of the images and (iv) uncertainty regarding the source of the audio content. Customer is solely responsible for (i) the placement, direction and presence of audio and/or video equipment; (ii) transmission, transfer or other use of any images, audio or other data captured by the equipment; (iii) the manner of use of the equipment or data captured by the equipment; and (iv) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment.

7.4. Customer Responsibilities. Customer acknowledges that (i) Pye-Barker does not supervise the Covered System; (ii) the Covered System communicates with the monitoring facility over one or more transmission systems, as determined by the Customer in its sole discretion, such as plain old telephone systems (POTS), DSL, broadband, internet, VOIP, radio, and cellular; (iii) these transmission systems and the communication networks through which they pass, are maintained and serviced by the applicable transmission system provider and are wholly beyond the control of Pye-Barker, except Pye-Barker may own the radio network; (iv) these transmission systems may be interrupted, circumvented, or compromised by natural or human causes, including ground interference, atmospheric conditions, weather conditions, power outages, system upgrade or maintenance, and the cutting of telephone lines, in which case the Signal may not be appropriately transmitted and received; (v) the Signal may also not be appropriately transmitted or received if the communication equipment is incompatible, inoperative, or interrupted; and (vi) Pye-Barker may not be aware of the existence of any such problems. Customer is responsible for testing the system on a weekly basis, as well as immediately following any storm, power outage, transmission system outage, or any change to any transmission system, in order to verify the continued functioning of the system. Customer shall immediately notify Pye-Barker of any problems with the Covered System. Customer understands that no form of monitoring is error-free, nor can it provide complete protection or guarantee prevention of loss or injury. Fire, floods, crimes, medical problems, or other incidents, are unpredictable and cannot always be detected or prevented. Customer also acknowledges that Pye-Barker does not have control over the response times of emergency service personnel. Therefore Pye-Barker is not responsible for any failure which prevents Signals from successfully reaching the appropriate monitoring center, or for damages arising therefrom, or data corruption, theft or harm to Customer's computers connected to the Covered System. Pye-Barker is not required to supply Monitoring Services during any period of interruption. Customer acknowledges that line security devices and/or alternative transmission systems may be purchased, but it has declined to do so, unless expressly indicated. Customer further acknowledges that, during periods in which Pye-Barker or its designee monitoring center receives a larger than normal level of Signals from its various customers, such as during a storm or power outage, the notification of such signals may be prioritized and notification for lower priority signals may be delayed.



CITY CONTRACT PROVISIONS

PUBLIC RECORDS. Pye-Barker shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Pye-Barker 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 Pye-Barker 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 Pye-Barker or keep and maintain public records required by the public agency to perform the service. If Pye-Barker transfers all public records to the public agency upon completion of the contract, Pye-Barker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Pye-Barker keeps and maintains public records upon completion of the contract, Pye-Barker 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 PYE-BARKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PYE-BARKER'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.

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.

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 Pye-Barker without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.



INSPECTION SCOPE

FIRE SPRINKLERS

Page 5 of 5

CUSTOMER NAME: City of Ocala **SITE NAME:** Water Treatment Plant #3

FIRE SPRINKLER SYSTEMS INSPECTION SERVICE SCOPE

REQUIREMENTS	QUANTITY	NFPA-25 REQ'D FREQUENCY	PERFORMED BY PYE		SUBSCRIBER'S RESPONSIBILITY	
			HOW MANY EACH YEAR	FREQUENCY BY PYE	HOW MANY EA. YEAR	APPLICABLE NFPA-25 REFERENCE (2020-ED.)
FIRE PUMP SYSTEM-INSPECT - ELECTRICAL		Weekly	N/A	N/A	N/A	8.2.2
SUPERVISORY DEVICES - INSPECT, TEST		Weekly	N/A	N/A	N/A	8.2.2
FIRE PUMP OPERATION-TEST(S) - ELECTRIC		Wkly/Monthly	N/A	N/A	Per ->	8.3.1.2.1, 8.3.1.2.2, 8.3.1.2.3
FIRE PUMP OPERATION-TEST(S) - DIESEL		Weekly	N/A	N/A	N/A	8.3.1.1.1, 8.3.1.1.2
FIRE PUMP PERFORMANCE (FULL FLOW)-TEST		Annually	N/A	N/A	N/A	8.3.3
DRY PIPE, PRE-ACTION, DELUGE SYSTEM GAUGES - INSPECT	2	Weekly	4	Quarterly	48	5.2.4.2,13.4.3.1.3,13.4.4.1.2
REDUCED PRESSURE BACKFLOW ASSEMBLIES - INSPECT	2	Weekly	4	Quarterly	48	13.6.1.2.2
ALARM, DRY PIPE, DELUGE VALVES - INSPECT	2	Monthly	4	Quarterly	8	13.4.1.1,13.4.3.1.6,13.4.4.1.4
CONTROL VALVES - INSPECT	10	Wkly/Monthly	4	Quarterly	8	13.3.2.1, 13.3.2.1.1
WET SYSTEM GAUGES - INSPECT		Monthly	N/A	N/A	N/A	5.2.4.1
FIRE DEPARTMENT CONNECTION-INSPECT	2	Quarterly	4	Quarterly	0	13.7.1
HYDRAULIC DATA PLACARD - INSPECT	2	Quarterly	68.33333333	N/A	0	5.2.6
FIRE HOSE VALVES, FIRE HOSES AND RACKS - INSPECT (INSIDE & OUTSIDE)		Quarterly	N/A	N/A	N/A	13.6
PRESSURE REDUCING HOSE & GATE, AND RELIEF VALVES - INSPECT		Quarterly	N/A	N/A	N/A	13.5.1.1
PRIMING WATER, LOW AIR, QUICK OPENING DEVICES - TEST	2	Quarterly	4	Quarterly	0	13.4.4.2.1,13.4.4.2.4,13.4.4.2.6
WATER SUPPLY (MAIN DRAIN) - TEST:	2	Annually/Qrt	4	Quarterly	0	13.2.5,13.2.5.2
WATER-FLOW ALARM - INSPECT, TEST	2	Qrt/Semi-Ann	4	Quarterly	0	5.2.5,5.3.3,13.2.6
SUPERVISORY DEVICES - INSPECT, TEST	6	Qrt/Semi-Ann	4	Quarterly	0	5.2.5,13.3.3.5.1
FIRE HYDRANTS - INSPECT & TEST:		Annually	N/A	N/A	N/A	7.2.2.4,7.2.2.5,7.3.2
*ZONES OF EXPOSED HANGERS, PIPING & SPRINKLERS - INSPECT:	2	Annually	1	Annually	0	5.2.1,5.2.2,5.2.3
VERIFY SPARE SPRINKLER SUPPLY AND WRENCH - INSPECT	2	Annually	1	Annually	0	5.2.1.4
ANTIFREEZE SOLUTIONS - TEST		Annually	N/A	N/A	N/A	5.3.4
BACK-FLOW PREVENTION CERTIFICATION - TEST:	3	Annually	1	Annually	0	Water Utility Requirements
BACK-FLOW PREVENTION FORWARD FLOW - TEST		Annually	N/A	N/A	N/A	13.6.2.1
CONTROL VALVES - TEST:	10	Annually	1	Annually	0	13.3.3.1
DRY, PRE-ACTION, DELUGE SYSTEMS TRIP TESTED	2	Annually	1	Annually	0	13.4.3.2.2,13.4.4.2.2
FIRE HOSE YARD CABINETS - INSPECTION (INSIDE & OUTSIDE)		Annually	N/A	N/A	N/A	13.6.2
MAINLINE STRAINERS - INSPECT		Annually	N/A	N/A	N/A	7.2.2.3
PRESSURE RELIEF VALVES - TEST		Annually	N/A	N/A	N/A	13.5.7.2.2

* Includes visual inspection from floor level of listed items in readily accessible areas.

Certificate Of Completion

Envelope Id: 89009DF9-4A1E-43E9-819C-33245A64B396

Status: Completed

Subject: FOR SIGNATURE - Agreement for Backflow and Sprinkler Inspection Services (WRS/260228)

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/21/2025 3:56:56 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Curtis Hegarty

chegarty@coxfire.com

Ch

Security Level: Email, Account Authentication (None)

Signature

Initial
CH

Signature Adoption: Pre-selected Style

Using IP Address:

2603:9001:6e00:1ad4:2489:92d3:1932:eb4e

Timestamp

Sent: 11/24/2025 3:33:16 PM

Viewed: 11/25/2025 11:45:17 AM

Signed: 11/25/2025 11:45:58 AM

Electronic Record and Signature Disclosure:

Accepted: 9/11/2025 7:06:38 AM

ID: e93e10b0-9973-4486-9a56-c30e1a58f9ae

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

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Viewed: 11/25/2025 5:01:27 PM

Signed: 12/3/2025 8:36:54 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: 12/3/2025 8:36:55 AM

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Signed: 12/3/2025 4:12:09 PM

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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	11/24/2025 3:33:16 PM
Certified Delivered	Security Checked	12/3/2025 4:10:11 PM
Signing Complete	Security Checked	12/3/2025 4:12:09 PM
Completed	Security Checked	12/3/2025 4:12:09 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.