


CONTRACT# WRS/241062

TAMPA

OCALA

JACKSONVILLE

7910 Professional Place 953 NE Osceola Ave, Suite 101

Tampa, FL 33637

Ocala, FL 34470

6555 Grace Lane

Jacksonville, FL 32205

Phone: 813-980-3282

Phone: 352-368-2220

Phone: 904-781-8227

LIFE SAFETY SYSTEMS TESTING & INSPECTION
SERVICE AGREEMENT DATE: (9/11/2024)

This agreement made by and between Cox Fire Protection, hereinafter called COMPANY and [Engineering & Water Resource Department, City of Ocala - 1808

NE 36th Ave. Ocala, FL 34470] hereinafter called CUSTOMER on [9/11/2024]. In consideration for the total sum initialed below, Cox Fire Protection agrees to perform Tests and Inspections of the Life Safety System(s) (Listed below) at the premises of: [Ocala Water Treatment Plant #1 - 1808 NE 36th Ave. Ocala, FL 34470]

This agreement shall be effective for a period of Three (3) years from date signed unless terminated by mutual consent or by thirty (30) day written notice by either party to the other and automatically renewed thereafter. The inspection fees shall be paid to the COMPANY before establishment of services and is payable annually thereafter. This contractual agreement is transferable to any new owner for the life of the contract as long as the new owners agree to the services and terms within this agreement.

Cox Fire 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.

<input checked="" type="checkbox"/>	FIRE SPRINKLER SYSTEM – NFPA 25
<input type="checkbox"/>	FIRE ALARM SYSTEM – NFPA 72
<input type="checkbox"/>	EXTINGUISHERS – NFPA 10

<input type="checkbox"/>	EMERGENCY LIGHTING – LIFE SAFETY CODE 101
<input type="checkbox"/>	FIRE SUPPRESSION SYSTEMS (KITCHEN HOOD)
<input type="checkbox"/>	SUPPRESSION SYSTEMS (GAS)

PRICE: The following price(s) include all purposed scope to perform the work as specified within this agreement:

[Three Hundred Dollars] – \$380

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 CUSTOMERS'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 Cox Fire Protection 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 Cox Fire Protection before work is commenced for the direct services being scheduled.

* If Cox Fire Protection 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 Cox Fire Protection before establishment of additional services.

* If Cox Fire Protection 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 Cox Fire Protection 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, 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.

D. Credit Card Payment Surcharge: A surcharge applied to bill payments made with a credit card, amounting to 3% of the transaction value. This surcharge covers the additional costs incurred by the biller or service provider for processing credit card payments.

DocuSigned by:

CUSTOMER Signature / Owner's Rep

Christopher Watt Chief of Staff 9/16/2024

Print Name, Title, and Date

DocuSigned by:

William E. Sexton

William E. Sexton City Attorney

B07DCFC4E86E429...

Cox Fire Protection - Signature

Curt Hegarty, Account Manager

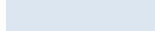
9/11/2024

Print Name, Title, and Date

FIRE SPRINKLER SYSTEM – NFPA 25

Systems: [4] Backflow Devices

(1) ANNUAL BACKFLOW TESTS

INITIALS: 

**Annual Due:*

Types: Wilkins 375ADA w/.75' Wilkins 975XLMS Bypass; Wilkins 375ADA, type RPDA 6"; Watts LF919QT RP 2"

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

FIRE
PROTECTION

General Terms and Conditions

GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page, and these General Terms and Conditions (collectively the "Agreement"), are intended by Cox Fire Protection, Inc. and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between Cox Fire Protection, Inc. and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. Cox Fire Protection, Inc. is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by the CUSTOMER, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Cox Fire Protection, Inc. unless made in writing and signed by an officer of Cox Fire Protection, Inc.. All work to be performed by Cox Fire Protection, Inc. will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Cox Fire Protection, Inc. holidays), as defined by Cox Fire Protection, Inc., unless additional times are specifically described in a special provision to this Agreement. Cox Fire Protection, Inc. will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The

CUSTOMER shall promptly notify Cox Fire Protection, Inc. of any malfunction in the Covered System(s) which comes to the CUSTOMER's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Cox Fire Protection, Inc. determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Cox Fire Protection, Inc. shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Cox Fire Protection, Inc. to the CUSTOMER. Cox Fire Protection, Inc. shall not be responsible for equipment failure occurring while Cox Fire Protection, Inc. is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or parts which are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

REPAIR SERVICES (If Selected by CUSTOMER)

Where the CUSTOMER expressly includes repair, replacement, and emergency response services in the Scope of Work section on the Agreement page, such services apply only to the components or equipment of the Covered System(s). The Agreement price does not include repairs to the Covered System(s) recommended by Cox Fire Protection, Inc. during the initial inspection, for which Cox Fire

Protection, Inc. will submit independent pricing to CUSTOMER and as to which Cox Fire Protection, Inc. will not proceed until the CUSTOMER authorizes such work and approves the pricing in writing. Repair or replacement of non-maintainable parts 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 not included under this Agreement. This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion (including but not limited to microbacterially-induced corrosion ("MIC"), lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond Cox Fire Protection, Inc.'s control. This Agreement does not cover system upgrades or the replacement of obsolete systems, equipment, components or parts.

INSPECTIONS

If work performed by Cox Fire Protection, Inc. is for Inspection and Testing of the Covered System(s), the components which will be inspected include: sprinkler heads*, gauges, control valves, water flow alarm devices, fire department connections, valves

(all types), hangers* and piping*. ("*" refers to items that are only readily visible from the floor.) Testing will include: water flow alarm device, main drain, tamper switches, and fire pump if indicated. Cox Fire Protection, Inc.'s inspection will not include every sprinkler head, pipe or other parts of the fire protection system that currently exist and is limited to a visual inspection of external readily visible parts of the system. Therefore by conducting its inspection under this agreement, the Company does not guarantee or warrant the condition or operation of every pipe, sprinkler head or other part of the fire protection system on the property. 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 CUSTOMER accepts all liability associated therewith. Cox Fire Protection, Inc. has no knowledge to determine whether the existing fire protection system(s) was (were) originally designed and installed in such a way that the system(s) will perform as originally intended or is/are suitable for its/their intended purpose(s) given the way in which the property has been or will be used. By way of example and not by limitation, Cox Fire Protection, Inc. does not, and cannot warrant that the property has been or may be used in ways such that the configuration of partition walls, the location of any type of materials (including the presence of hazardous materials) and other conditions of the property's use are such that the fire protection system is inadequate, insufficient, or unsuitable for the property.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are expressly included in the Scope of Work section, the Agreement price does not include travel expenses, parts or labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-Cox Fire Protection, Inc. installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

SYSTEM EQUIPMENT

The purchase of equipment or peripheral devices, (by way of example, but not limitation, smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers, hoses, etc.) from Cox Fire Protection, Inc. shall be subject to the terms and conditions of this Agreement, notwithstanding any different terms and conditions in the CUSTOMER's purchase order. If, in Cox Fire Protection, Inc.'s sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether manufactured by Cox Fire Protection, Inc. or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device or equipment upon notice from Cox Fire Protection, Inc. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), Cox Fire Protection, Inc. shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

CUSTOMER'S RESPONSIBILITIES

The CUSTOMER further agrees to:

- provide Cox Fire Protection, Inc. access to the Covered System(s) to be serviced;
- supply suitable electrical service, heat, heat tracing, and adequate water supply;
- provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify Cox Fire Protection, Inc. as soon as practical under the circumstances;
- To make payments as provided in this Agreement.

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that Cox Fire Protection, Inc. has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA;
- Risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or

• asbestos, asbestos-containing material, polychlorinated biphenyl (PCB), formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. All of the above are hereinafter referred to as "hazardous conditions". Cox Fire Protection, Inc. shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Cox Fire Protection, Inc. during the course of Cox Fire Protection, Inc.'s work, the discovery of such materials shall constitute an event beyond Cox Fire Protection, Inc.'s control and Cox Fire Protection, Inc. shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER as certified in writing by an independent testing agency, and the CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by Cox Fire Protection, Inc.. To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend and hold harmless Cox Fire Protection, Inc., along with its subcontractors, vendors, business partners, agents and employees of any of them, including but not limited to any business or vendor that provides monitoring, monitoring-related services, monitoring of signals or images from the Covered System(s) specified in this Agreement, as may be amended, or notice services for Covered System(s), from and against claims, damages, losses, costs, and expenses, including but not limited to actual damages, along with damages for bodily injury or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs arising out of or resulting from performance of the Work in the affected area or as a result from the exposure of workers to hazardous conditions, whether or not the CUSTOMER pre-notifies Cox Fire Protection, Inc. of the existence of said hazardous conditions. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of the CUSTOMER. Cox Fire Protection, Inc. shall not be responsible for the testing, removal or disposal of such hazardous materials.

PAYMENT FAILURE

If the CUSTOMER fails to make any payment when due, Cox Fire Protection, Inc. shall have the right, at Cox Fire Protection, Inc.'s sole election and discretion, to (a) stop performing any Services until the account is current, or (b) terminate the Agreement by written notice to CUSTOMER, providing three (3) days to cure its failure to make payment by bringing the account current.. The CUSTOMER's failure to make payment when due is a material breach of this Agreement. In the event of termination by Cox Fire Protection, Inc. for lack of payment, Cox Fire Protection, Inc. shall be entitled to recover from CUSTOMER the cost of the work and services performed as of the date of termination; costs incurred by reason of the termination, including costs attributable to termination of subcontracts or vendor agreements; interest on past due amounts as set forth in the Agreement; and Cox Fire Protection, Inc.'s reasonable overhead and profit on the work and services not yet executed for the remained of the term of this Agreement at the time of termination.

LIMITED WARRANTY

COX FIRE PROTECTION, INC. WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

Where Cox Fire Protection, Inc. provides product or equipment of others, following completion of the work and conditioned upon final payment by CUSTOMER, Cox Fire Protection, Inc. hereby assigns all manufacturer warranties of products or equipment to the CUSTOMER.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COX FIRE PROTECTION, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MATERIALS DELIVERED, SERVICES PERFORMED, OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREBELOW TO THE FULL EST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that Cox Fire Protection, Inc. is not an insurer and that insurance covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that the CUSTOMER agrees to look exclusively to the CUSTOMER's insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to Cox Fire Protection, Inc. hereunder are based upon the value of the services and the scope of liability

set forth herein; and that Cox Fire Protection, Inc. makes no representation, warranty, or guarantee that no loss will occur. IN NO EVENT SHALL COX FIRE PROTECTION, INC.'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT AS OF THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. CUSTOMER AND COX FIRE PROTECTION, INC. FURTHER ACKNOWLEDGE AND AGREE THAT CUSTOMER'S OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INVITEES, AND GUESTS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT, SUCH THAT THE LIMITATION OF LIABILITY IN THE PRECEDING SENTENCE SHALL APPLY TO THEM, IN THE EVENT OF A CLAIM BY THEM AGAINST COX FIRE PROTECTION, INC. In addition to the foregoing, (1) Cox Fire Protection, Inc.'s liability in tort, if any, is strictly limited to direct bodily injury or property damage that may occur on a subscriber's premise while Cox Fire Protection, Inc. personnel or approved subcontractors install, service, inspect or test system alarm panels and wiring; and (2) Cox Fire Protection, Inc. will not be responsible for bodily injury, property damage or other loss in the event of alarm equipment defects or failure; system design flaws; installation defects or failures; signal interruption or failures; notification failures, inadequacies or errors; acts of God; and other circumstances or causes outside of Cox Fire Protection, Inc.'s control.

WAIVER OF INCIDENTAL OR CONSEQUENTIAL DAMAGES

Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. IN NO EVENT SHALL COX FIRE PROTECTION, INC. BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COX FIRE PROTECTION, INC. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM, OR FOR RENTAL EXPENSES, LOSS OF INCOME, PROFIT, FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY.

INSURANCE

By execution of this Agreement, CUSTOMER waives all rights against Cox Fire Protection, Inc., along with its subcontractors, vendors, business partners, agents and employees of any of them, including but not limited to any business or vendor that provides monitoring, monitoring-related services, monitoring of signals or images from the Covered System(s) specified in this Agreement, as may be amended, or notice services for Covered System(s), for damages unless and except to the extent covered by insurance, but in no event shall this provision allow for CUSTOMER to recover amounts in excess of the LIMITATION OF LIABILITY set forth in this Agreement.

INDEMNITY

The CUSTOMER, along with its officers, directors, agents, employees, invitees, and guests, all of whom are intended third-party beneficiaries of this Agreement, agrees to indemnify, defend hold harmless and defend Cox Fire Protection, Inc., along with its subcontractors, vendors, business partners, agents and employees of any of them, including but not limited to any business or vendor that provides monitoring, monitoring-related services, monitoring of signals or images from the Covered System(s) specified in this Agreement, as may be amended, or notice services for Covered System(s) from and against any and all claims, losses, damages, costs and expenses including reasonable attorney's fees, arising from any and all claims, including tort, property damage, personal injury, invasion of privacy, death, economic loss, arising in any way from any act or omission of the CUSTOMER or Cox Fire Protection, Inc. relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort, negligence (including but not limited to active or passive negligence), strict liability or otherwise, and to all claims regardless of cause, including any of Cox Fire Protection, Inc.'s subcontractors, vendors, business partners, agents and employees of any of them service's or equipment's performance or failure to perform, defects in products, design, programming, activation, or service, tort, negligence, invasion of privacy, warranty, contribution, indemnification, strict products liability, or claims covered by or made by virtue of Cox Fire Protection, Inc.'s insurance policies.. Cox Fire Protection, Inc. reserves the right to select counsel to represent it in any such action. Notwithstanding the indemnity provided in this Section, "INDEMNITY," and the indemnity provided in the section titled "HAZARDOUS MATERIALS," the monetary limitation on the extent of this indemnification provided by CUSTOMER shall be in the

amount of \$1,000,000.00 or the per occurrence insurance limits under the CUSTOMER's General Liability policy of insurance, whichever is greater, which the

parties acknowledge and agree bears a reasonable commercial relationship to this Agreement and is a part of the bid documents and/or specifications. Further, CUSTOMER's indemnification obligation under this section shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnitees or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CUSTOMER or any of the CUSTOMER's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The provisions of Florida Statute §725.06 shall apply and to the extent that this paragraph is in any way inconsistent with that provision, said statute shall govern. CUSTOMER's obligation to indemnify, defend and hold harmless under this Agreement will survive the expiration of or early termination of this Agreement.

FORCE MAJURE

Cox Fire Protection, Inc. shall not be responsible for failure to render Services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Cox Fire Protection, Inc.

WAIVER OF SUBROGATION

The CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge Cox Fire Protection, Inc. from and against all hazards covered by the CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Cox Fire Protection, Inc.

ASSIGNMENT

The CUSTOMER may not assign this Agreement without Cox Fire Protection, Inc.'s prior written consent. Cox Fire Protection, Inc. may assign this

Agreement to an affiliate without obtaining the CUSTOMER'S consent.

REPORTS

Where inspection and/or test services are selected, such inspection and/or test shall be completed on Cox Fire Protection, Inc.'s then current Report form, which shall be given to the CUSTOMER, and, where applicable, Cox Fire Protection, Inc. may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Cox Fire Protection, Inc. are only advisory in nature and are intended to assist the CUSTOMER in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with the CUSTOMER.

SEVERABILITY, LEGAL FEES AND GOVERNING LAW

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision. Cox Fire Protection, Inc. shall be entitled to recover from the CUSTOMER all reasonable legal fees incurred in connection with Cox Fire Protection, Inc. enforcing the terms and conditions of this agreement. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Any suit or action relating to or arising out of this Agreement shall be brought in the appropriate Florida State Court in and for Hillsborough County, Florida, or the county in which the work is performed. The parties expressly agree that venue for any such action shall exclusively lie in Hillsborough County, Florida or the county in which the work was performed. 2024 Cox Fire Protection, Inc. Printed in U.S.

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.

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.



INSPECTION SCOPE

FIRE SPRINKLERS

Page 3 of 3

CUSTOMER NAME:	Ocala Water Treatment Plant #1	SITE NAME:	1808 NE 36th Ave. Ocala, FL			
			FIRE SPRINKLER SYSTEMS INSPECTION SERVICE SCOPE			
REQUIREMENTS	QUANTITY	NFPA-25 REQ'D FREQUENCY	PERFORMED BY COX		SUBSCRIBER'S RESPONSIBILITY	
			HOW MANY EACH YEAR	FREQUENCY BY COX	HOW MANY EA. YEAR	APPLICABLE NFPA-25 REFERENCE (2017-ED.)
FIRE PUMP SYSTEM-INSPECT - ELECTRICAL		Weekly	N/A	N/A	N/A	8.2.2
FIRE PUMP SYSTEM - INSPECT - DIESEL		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		Weekly	N/A	N/A	N/A	5.2.4.2, 13.4.3.1.3, 13.4.4.1.2
REDUCED PRESSURE BACKFLOW ASSEMBLIES - INSPECT	2	Weekly	1	Annually	51	13.6.1.2.2
ALARM, DRY PIPE, DELUGE VALVES - INSPECT		Monthly	N/A	N/A	N/A	13.4.1.1, 13.4.3.1.6, 13.4.4.1.4
CONTROL VALVES - INSPECT		Wkly/Monthly	N/A	N/A	N/A	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		Quarterly	N/A	N/A	N/A	13.7.1
HYDRAULIC DATA PLACARD - INSPECT		Quarterly	N/A	N/A	N/A	5.2.6
FIRE HOSES, CONNECTIONS AND RACKS - INSPECT (INSIDE & OUTSIDE)		Annually	N/A	N/A	N/A	Table 6.1.1.2
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		Quarterly	N/A	N/A	N/A	13.4.4.2.1, 13.4.4.2.4, 13.4.4.2.6
WATER SUPPLY (MAIN DRAIN) - TEST:		Annually/Qt	N/A	N/A	N/A	13.2.5, 13.2.5.2
WATER-FLOW ALARM - INSPECT, TEST		Qt/Semi-Ann	N/A	N/A	N/A	5.2.5, 5.3.3, 13.2.6
SUPERVISORY DEVICES - INSPECT, TEST		Qt/Semi-Ann	N/A	N/A	N/A	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:		Annually	N/A	N/A	N/A	5.2.1, 5.2.2, 5.2.3
VERIFY SPARE SPRINKLER SUPPLY AND WRENCH - INSPECT		Annually	N/A	N/A	N/A	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:		Annually	N/A	N/A	N/A	13.3.3.1
DRY, PRE-ACTION, DELUGE SYSTEMS TRIP TESTED		Annually	N/A	N/A	N/A	13.4.3.2.2, 13.4.4.2.2
FIRE HOSE CABINETS - INSPECTION (INSIDE & OUTSIDE)		Annually	N/A	N/A	N/A	Table 6.1.1.2
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.

TAMPA

7910 Professional Place
Tampa, FL 33637
Phone: 813-980-3282

OCALA

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

JACKSONVILLE

6555 Grace Lane
Jacksonville, FL 32205
Phone: 904-781-8227

www.coxfire.com

Certificate Of Completion

Envelope Id: 99BC9B4392E147D09E0EC81E74130EAC

Status: Completed

Subject: SIGNATURE - Water Treatment Plant #1 Backflow Inspections (WRS 241062)

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

Enveloped Stamping: Enabled

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

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/12/2024 1:01:14 PM

Holder: Patricia Lewis

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

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:



William E. Sexton
B07DCFC4E86E429...

Sent: 9/13/2024 11:08:51 AM

Viewed: 9/16/2024 1:26:45 PM

Signed: 9/16/2024 1:27:07 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

Security Level: Email, Account Authentication (None)

DocuSigned by:



Christopher Watt
8C80B9F07388433...

Sent: 9/16/2024 1:27:09 PM

Viewed: 9/16/2024 1:35:59 PM

Signed: 9/16/2024 1:36:13 PM

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104**Electronic Record and Signature Disclosure:**

Accepted: 9/16/2024 1:35:59 PM

ID: 521646a2-9cf0-4c64-9673-477c211cb5c9

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	9/13/2024 11:08:52 AM
Certified Delivered	Security Checked	9/16/2024 1:35:59 PM
Signing Complete	Security Checked	9/16/2024 1:36:13 PM
Completed	Security Checked	9/16/2024 1:36:13 PM

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.